

ESTTA Tracking number: **ESTTA600645**Filing date: **04/25/2014**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91200643
Party	Plaintiff Dille Family Trust
Correspondence Address	Daniel I. Herman KLOSS, STENGER & LOTEMPPIO 69 DELAWARE AVENUE, SUITE 1002 BUFFALO, NY 14202 UNITED STATES daniel@geerandherman.com, vglotempio@klosslaw.com
Submission	Testimony For Plaintiff
Filer's Name	Vincent G. LoTempio
Filer's e-mail	vglotempio@klosslaw.com
Signature	/vgl/
Date	04/25/2014
Attachments	<p>Transcript-Deposition of Louise Geer.pdf(794045 bytes)</p> <p>Exhibit 1.pdf(122135 bytes)</p> <p>Exhibit 2.pdf(121855 bytes)</p> <p>Exhibit 3.pdf(75898 bytes)</p> <p>Exhibit 4.pdf(148234 bytes)</p> <p>Exhibit 5.pdf(166668 bytes)</p> <p>Exhibit 6.pdf(54929 bytes)</p> <p>Exhibit 7.pdf(67227 bytes)</p> <p>Exhibit 8.pdf(117038 bytes)</p> <p>Exhibit 13.pdf(43150 bytes)</p> <p>Exhibit 14.pdf(22786 bytes)</p> <p>Exhibit 31.pdf(37400 bytes)</p> <p>Exhibit 33.pdf(275643 bytes)</p> <p>Exhibit 34.pdf(56012 bytes)</p> <p>Exhibit 36.pdf(217227 bytes)</p> <p>Exhibit 37.pdf(57583 bytes)</p> <p>Exhibit 39.pdf(63801 bytes)</p> <p>Exhibit 40.pdf(405587 bytes)</p> <p>Exhibit 42.pdf(195690 bytes)</p> <p>Exhibit 43.pdf(57441 bytes)</p> <p>Exhibit 51.pdf(126620 bytes)</p> <p>Exhibit 53.pdf(257420 bytes)</p> <p>Exhibit 57.pdf(4007525 bytes)</p> <p>Exhibit 58.pdf(39711 bytes)</p> <p>Exhibit 59.pdf(45647 bytes)</p> <p>Exhibit 60.pdf(43031 bytes)</p> <p>Exhibit 61.pdf(35390 bytes)</p> <p>Exhibit 62.pdf(34989 bytes)</p>

1
2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
3 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

4 DILLE FAMILY TRUST :
5 :
6 Opposer : Opposition No.
7 :
8 VS : Serial No. 77-650082
9 : Mark: BUCK ROGERS
10 NOWLAN FAMILY TRUST :
11 :
12 Applicant :
13

14 DEPOSITION OF

15 LOUISE A. GEER, ESQ.

16 taken before Cynthia A. Cusick, Court Reporter and Notary
17 Public in and for the Commonwealth of Pennsylvania, on
18 Tuesday, March 25, 2014, at 2100 Wilmington Road, New
19 Castle, Pennsylvania 16105, at 11:30 a.m.
20

21 * * *

22 CUSICK COURT REPORTING
23 810 Whitetail Drive
24 New Castle, PA 16101
25 (724) 656-0767 (office)
(724) 651-0378 (cell)
cynthiacusick@gmail.com

1
ORIGINAL

APPEARANCES

On behalf of the Dille Family Trust:

ANDREW OLEK, ESQ.

VINCENT G. LOTEMPPIO, ESQ

Kloss, Stenger & LoTempio

69 Delaware Avenue, Suite 1003

Buffalo, New York 14202

and

DANIEL I. HERMAN, ESQ.

Geer & Herman

2100 Wilmington Road

New Castle, Pennsylvania 16105

On behalf of the Nowlan Family Trust:

JOHN J. O'MALLEY, ESQ.

United Plaza

Volpe & Koenig

30 South 17th Street

Philadelphia, Pennsylvania 19103-4009

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BY ATTORNEY OLEK

1 TUESDAY, MARCH 25, 2014

2 - - -

3 ATTORNEY OLEK: Good morning. My name is Andrew
4 Olek of Kloss, Stenger & LoTempio representing
5 the Dille Family Trust.

6 ATTORNEY O'MALLEY: I'm John O'Malley from Volpe
7 and Koenig representing the Nowlan Family Trust.

8 ATTORNEY HERMAN: I'm Daniel Herman. I'm
9 counsel for the Dille Family Trust. I'm also
10 co-counsel in this actual action itself, as
11 well.

12 ATTORNEY LOTEMPPIO: My name is Vincent LoTempio,
13 and, also, I'm co-counsel representing the Dille
14 Family Trust.

15 - - -

16 LOUISE A. GEER, ESQ.

17 having been first duly sworn according to law, was deposed
18 as follows:

19 EXAMINATION

20 BY ATTORNEY OLEK:

21 Q. Good morning, Miss Geer. Could you state your full
22 name for the record, please.

23 A. My name is Louise Albert Geer-Herman, but pursuant to
24 the trust, I use my professional name, which is
25 Louise A. Geer.

1 Q. Thank you. And what is your occupation?

2 A. I'm an attorney and I also serve as the trustee for
3 the Dille Family Trust and I also work in the
4 publishing company Hermes Press.

5 Q. And could you state how long you have been trustee
6 for the Dille Family Trust?

7 A. I became the trustee on July 1, 2011.

8 Q. And I would like to show you what is Exhibit 33.

9 ATTORNEY HERMAN: Let me get that exhibit.
10 Would that be the Louise A. Geer trust
11 documents?

12 ATTORNEY OLEK: That's correct.

13 ATTORNEY HERMAN: All right.

14 ATTORNEY OLEK: Have these exhibits been marked?

15 ATTORNEY HERMAN: They have been preliminarily
16 marked. I'm going to put the stickers on them
17 now, and I'm going to give opposing counsel a
18 copy, as well. I believe he should have one
19 from discovery, though. Just give me a moment.
20 This is a cumulative exhibit, so I'm going to
21 give everybody the various copies of it. I'm
22 getting one for Attorney O'Malley and making
23 sure he has his copies.

24 Andy, this should be Dille Family
25 Trust: Appointment of Successor Trustee and the

1 assignment of marks and registrations. Is that
2 what you're looking for?

3 ATTORNEY OLEK: Correct.

4 ATTORNEY HERMAN: Okay. You're going to use it
5 and refer to it. It's been marked, and then
6 once Andy's done his job, it will be admitted
7 into the record. You can proceed.

8 BY ATTORNEY OLEK:

9 Q. Miss Geer, do you have a copy of what has been marked
10 or will be marked as Exhibit 33?

11 A. Yes, I do.

12 Q. Do you recognize it?

13 A. Yes, I do.

14 Q. And what do you recognize it to be?

15 A. Well, there's several pages. The first page is the
16 appointment of successor trustee signed by Lorraine
17 Virginia Dille Williams. She's one of the
18 beneficiaries of the trust dated 6-11-2011.

19 The second page is an appointment of successor
20 trustee signed by Robert Nichols Flint Dille dated
21 June 6, 2011. He's the second beneficiary of the
22 trust.

23 The third couple of pages are the registration
24 with the application for certificate of authority in
25 Pennsylvania with the stamp date and the number for

1 the certificate.

2 And the assignments of marks and registrations
3 are the marks and registrations coming from the John
4 Dille, the Newspaper Services Syndicate, into the
5 trust, out of the trust, back into the trust and into
6 the trust. So these are the assignments, the early
7 assignments that were done of the assets, the
8 trademarks and copyrights done at that time, and the
9 first one was done in 1968, which is trademarks from
10 National Newspaper Syndicate to Robert C. Dille. The
11 next one is assignment of trademarks and
12 registrations May 31, 1974, which is again from the
13 Newspaper Syndicate to Mr. Dille of trademarks
14 registered. Then, the next one is dated September
15 24, 1982, which is an assignment of the trademarks
16 from Mr. Dille to the Dille Family Trust. And the
17 final one is dated September 24, 1982, and that's the
18 assignment of trademarks, again, from Mr. Dille to
19 the Dille Family Trust.

20 Q. Miss Geer, how is it you came into custody of these
21 documents?

22 A. Well, the first two I obtained from Lorraine Williams
23 and Flint Dille when I was clearing the title to
24 become the trustee. The trust document had a certain
25 succession, and the beneficiaries also had to sign to

1 appoint me as trustee. So I came into those and put
2 them into the trust notebook.

3 The next one, which is the Pennsylvania
4 registration, I initiated, as my duty of trustee, to
5 register the situs in the Commonwealth of
6 Pennsylvania, and those are the forms that I received
7 back.

8 The last ones are documents that I was forwarded
9 as trustee and custodian of the records for the trust
10 from Arthur Martin, who was the previous trustee.

11 Q. And all these documents fairly and accurately show
12 what you have just described them to be?

13 A. Yes.

14 Q. I would move to have this exhibit included into the
15 record. And then, moving on, in your capacity as
16 trustee, that's why you're here today to testify in
17 connection with this proceeding?

18 A. That's correct.

19 Q. Is there any reason that you cannot provide accurate
20 testimony today?

21 A. No, there is not.

22 Q. When becoming trustee, were there documents that you
23 received upon becoming trustee?

24 A. Yes. I received numerous boxes of documents when I
25 became trustee and notebooks, and they're all here in

1 file cabinets and in drawers upstairs actually in my
2 office, which of course is locked, and they only have
3 access by the people that are within this office.

4 Q. And what do you do to preserve these documents?

5 A. I put them into file cabinets.

6 Q. And as custodian of these documents and once you
7 received these documents, I know you said they were
8 quite voluminous, did you review these documents?

9 A. Yes, I did. I went through all the documents that I
10 received, which are the ones that are upstairs. So
11 I've read through them all.

12 Q. As trustee, are you responsible for trademark matters
13 involving the Dille Family Trust?

14 A. Yes.

15 Q. Would you say it's accurate that part of your role as
16 trustee is to find ways to license the trademark?

17 A. Yes.

18 Q. I would like to show you what I believe is marked
19 Exhibit 58. They are the Buck Rogers application
20 77831213.

21 A. Are those the ones that you just sent?

22 Q. Correct.

23 A. Okay. I don't know if we've received them yet, but I
24 do have the summary of trademarks that has those on
25 it that came from the trademark database.

1 ATTORNEY HERMAN: Hold on. In what manner were
2 they sent? Were they sent by e-mail?

3 ATTORNEY OLEK: They were sent by e-mail this
4 morning.

5 ATTORNEY HERMAN: Let me go off the record and
6 I'll go check to see if we got them. Let's go
7 off the record. If you don't mind, let's close
8 the record at this time.

9 (Short recess taken.)

10 ATTORNEY O'MALLEY: Before we resume the
11 deposition, I just wanted to make a note that
12 Mr. LoTempio is appearing at the deposition via
13 Skype and internet transmission and that the
14 notice of deposition did not make any note that
15 there would be any kind of video appearance or
16 anything of that nature. Therefore, I'm
17 objecting to the deposition on that basis for
18 the record.

19 ATTORNEY HERMAN: What does the deposition
20 notice precisely indicate? I think it's by
21 telephone, isn't it?

22 ATTORNEY OLEK: I don't believe it did specify.
23 Let me pull it up.

24 ATTORNEY O'MALLEY: I'm just making a note for
25 the record. We don't have to argue about it

1 right now. If you want, I'm just preserving it
2 for the record.

3 ATTORNEY OLEK: Mr. O'Malley, we could adjourn
4 and then reschedule it, if you wanted to do
5 that.

6 ATTORNEY O'MALLEY: I've already travelled out
7 here from Philadelphia, so I'm here now. I'm
8 just making the objection for the record. If
9 you want to make your offer on it, that's fine.

10 ATTORNEY OLEK: And what, again, is the basis of
11 your objection just for the record?

12 ATTORNEY O'MALLEY: That you're not appearing in
13 person and that you're appearing via Skype on
14 the internet.

15 ATTORNEY OLEK: Okay. Could you just, for the
16 record, state, I guess, how that affects this
17 proceeding?

18 ATTORNEY O'MALLEY: Number one, it's slowing
19 down the proceeding by having you not here to
20 present exhibits; number two, I'm dealing with
21 potentially three attorneys here at this
22 deposition. Your colleague is speaking to you
23 at the same time that you're speaking to me, and
24 I didn't have notice that it was going to be a
25 video deposition, at least on your part.

1 ATTORNEY OLEK: Okay. Noted. Could you read
2 the last question back, please.

3 (Reporter reads back.)

4 BY ATTORNEY OLEK:

5 Q. The summary of the trademark you have, could you
6 describe what is on that summary, please.

7 A. It's a printout. It says summary of trademarks at
8 the top, and client Dille Family Trust. It has a
9 docket that appears to be by country, mark, owner,
10 classification and status.

11 Q. How did you obtain this list?

12 A. I believe that I obtained this when I asked counsel,
13 which would be your office, to get me a summary of
14 all of the trademarks that were on record so that I
15 could cross compare that with the information that I
16 have. So that was as my function as trustee
17 obtaining information.

18 Q. And you believe that to be a fair and accurate
19 representation?

20 A. Yes, I do.

21 Q. Could you again describe what is on the list
22 specifically?

23 A. At the top it says summary of trademarks; client,
24 Dille Family Trust, and then it has trademark files.
25 Then, the column headings are country, mark, owner,

1 serial number, classification, registration, number
2 registration, date, date filed, expiration date and
3 status.

4 Q. Could you describe how many marks are listed on that
5 list?

6 A. Well, it lists one, two, three, four for the United
7 States, two for France, four in Canada, two in
8 Germany, there are five notations for Japan and one
9 for the Community trademark, which would be basically
10 the European Union.

11 Q. And does this list state what the trademark is for?
12 Are they all for Buck Rogers?

13 A. Yes, they're all for the mark Buck Rogers. A couple
14 of them have the mark Buck Rogers In The 25th
15 Century, and the ones in Japan have the mark Buck
16 Rogers Adventure, Excitement, Thrills and Design.

17 Q. And who's the owner of these registrations?

18 A. Dille Family Trust, trustees of the Dille Family
19 Trust.

20 Q. What is your knowledge as trustee of how the mark was
21 used in the last century, the 20th century?

22 ATTORNEY O'MALLEY: Objection, foundation.

23 Q. All right. I'll rephrase that. Upon becoming
24 trustee, you said you received documents. Who did
25 you receive those documents from?

1 A. I received documents from Arthur Martin, who was the
2 previous trustee, and I also received documents from
3 Lorraine Dille Williams, who I guess was the
4 custodian of many of the records, and I received a
5 few things from Flint Dille and his counsel, Richard
6 Thompson. I also received documents from Licensing
7 Works, who was an agent for them, and I did some work
8 myself obtaining other documents on the internet.

9 Q. In these documents, was there evidence of use prior
10 to you becoming trustee?

11 A. Yes, there was.

12 Q. Could you describe what these documents were that
13 presented this prior use of the mark?

14 A. Well, if I could do it in kind of a simple way, on
15 the exhibit that we have, I became the trustee at No.
16 33 July 1, 2011. So, all of the documents that are
17 listed there prior to that were uses, trademark
18 registrations and legal documents. The only
19 exception to that is at No. 19 where the list has
20 Hermes Press, that has a subset of all the books that
21 were done by them, and the ones from 2008, '09, '10
22 and '11 I believe were all done before I became the
23 trustee in July of 2011.

24 Q. I would like to show you what's been marked Exhibit
25 1, an agreement from August 27, 1928.

1 ATTORNEY O'MALLEY: I'll make an objection for
2 the record on the basis of foundation and
3 hearsay to Exhibit 58.

4 ATTORNEY OLEK: I would like to state for the
5 record Exhibit 58 speaks for itself, the
6 document speaks for itself.

7 ATTORNEY O'MALLEY: Okay.

8 BY ATTORNEY OLEK:

9 Q. Turning now to Exhibit No. 1, do you recognize this
10 exhibit?

11 A. Yes, I do.

12 Q. And what is it?

13 A. This is an agreement between the National Newspaper
14 Services and Philip K. Nowlan dated August 27, 1928.

15 Q. And does this fairly and accurately represent what
16 you have described it to be?

17 A. Yes.

18 Q. I would like to enter this into the record.

19 ATTORNEY O'MALLEY: I just object on the basis
20 of foundation, Exhibit 1, and hearsay.

21 BY ATTORNEY OLEK:

22 Q. I'm showing you what's been marked as Exhibit No. 2.

23 A. Okay.

24 Q. What is it you recognize this to be?

25 A. This is the memorandum of agreement dated November

1 15, 1929, again between National Newspaper Service
2 and Philip K. Nowlan.

3 Q. And how is it you came to possess this document?

4 A. Again, I received this as part of the materials
5 forwarded to me by the former trustee and
6 beneficiaries. I believe I also received a copy of
7 this in the pleadings Mr. O'Malley filed, but I
8 definitely received it from the former trustee.

9 Q. And you have reviewed this document prior to seeing
10 it today?

11 A. Yes.

12 Q. Is it a fair and accurate representation of what you
13 described it to be?

14 A. Yes. It's a little bit shrunk in size from the
15 original, but that's the mechanics of the xerox.

16 Q. And could you state who the author of this agreement
17 is?

18 A. Well, it's signed by John F. Dille for the National
19 Newspaper Service as president, and it's also signed
20 by Philip Francis Nowlan. It doesn't state who wrote
21 it, who authored it.

22 Q. Could you describe what the agreement states?

23 A. This states that the producer, which is --

24 ATTORNEY O'MALLEY: Objection. The agreement
25 speaks for itself. Foundation and hearsay.

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ATTORNEY HERMAN: You can continue.

ATTORNEY O'MALLEY: Before we continue, can you make a note every time -- are you recording Mr. Herman's comments?

THE COURT REPORTER: Yes.

BY ATTORNEY OLEK:

Q. Miss Geer, you can continue.

A. Thank you. This appears to be an agreement between the National Newspaper Services which is a syndicate, and Philip K. Nowlan that the producer being the -- the producer is a professional writers' guild in producing and doing stories. I believe this is one of the agreements for Mr. Nowlan to produce work for the syndicate National Newspaper Services.

Q. I would like to enter this into the record.

ATTORNEY O'MALLEY: I'm going to state my objection on the basis of foundation and hearsay.

Q. I show you what's been marked Exhibit 3. Can you identify this document?

A. Yes.

Q. What do you recognize it to be?

A. This is a memorandum of agreement dated September 2, 1938 between National Newspaper Service and Phillip Nowlan of Philadelphia, Pennsylvania.

1 Q. And how did you come to possess this document?

2 A. Again, I received this as part of the trust documents
3 forwarded to me by the previous trustee, Arthur
4 Martin.

5 Q. And does it fairly and accurately represent what you
6 described it to be?

7 A. Yes.

8 Q. Could you describe briefly what the document states?

9 ATTORNEY O'MALLEY: Objection. The document
10 speaks for itself.

11 A. It's basically a contract. It says for daily strip
12 and Sunday color pages entitled Buck Rogers 2432 A.D.
13 or the 25th Century, for which Mr. Nowlan was paid
14 certain dollars for the work that he did. It speaks
15 for itself.

16 Q. I would like to enter this into the record, as well.

17 ATTORNEY O'MALLEY: I object on the basis of
18 foundation and hearsay.

19 ATTORNEY HERMAN: Let me make a suggestion. Why
20 don't you make -- it might be easier if we just
21 agree that you can make an objection to all of
22 the documents at one time and have a continuing
23 objection so we can move things along. We
24 frequently do that. It's up to you, of course,
25 but I don't think it would prejudice you. It

1 preserves your right to object and we can move
2 on a little more quickly. It's up to you.

3 ATTORNEY O'MALLEY: Do you have any objection to
4 me having continuing objections to Exhibits 1
5 through 58 on the basis of foundation and
6 hearsay?

7 ATTORNEY OLEK: No.

8 ATTORNEY O'MALLEY: And to the extent you ask
9 the witness to read the document, the document
10 speaks for itself?

11 ATTORNEY OLEK: No. I agree to that.

12 ATTORNEY O'MALLEY: Okay.

13 ATTORNEY HERMAN: Okay.

14 A. That was a comment on managing the paperwork. Are we
15 on No. 4?

16 Q. Yes. I'm showing you what's been marked as Exhibit
17 4. Do you recognize this?

18 A. Yes, I do.

19 Q. And what is it you recognize it to be?

20 A. It's another one of the documents that I received as
21 trustee from the former trustee.

22 Q. And does it fairly and accurately show what you
23 describe it to be?

24 A. It shows it's a memorandum of agreement dated May 1,
25 1933 between the National Newspaper Service and

1 Phillip K. Nowlan as an author for services of
2 writing certain materials for newspaper publication
3 using his best efforts and being paid certain amounts
4 of money for that.

5 Q. Do you believe it to be in the same condition as when
6 you received it?

7 A. Yes, other than this particular copy is slightly
8 smaller than the original I received.

9 Q. And is it fair and accurate as to what you have
10 described it to be?

11 A. Yes.

12 Q. I would like to enter that into the record. I would
13 like to show you what's been marked as Exhibit 5. Do
14 you recognize this exhibit?

15 A. Yes, I do.

16 Q. And what is it you recognize it to be?

17 A. This is another document agreement that I received
18 from the former trustee, from him to me, custodian of
19 records. This appears to be agreement between Philip
20 Nowlan and Richard Calkins and the National Newspaper
21 Service dated June 17, 1939. I think that's a nine.

22 Q. And is it a fair and accurate representation of what
23 you've described it to be?

24 A. Yes.

25 Q. And is it in the same condition as when you received

1 it?

2 A. Again, only that it's slightly smaller from the copy
3 machine.

4 Q. I would like to enter this exhibit into the record.
5 I'm showing you what's been marked as Exhibit 6.
6 What is it you recognize this exhibit to be?

7 A. Exhibit 6 is the front page and the signature page --
8 I'm sorry, the front two pages of the agreement
9 between Universal Pictures Company and the John F.
10 Dille Company dated January 11, 1938.

11 Q. And how is it you came to possess this document?

12 A. Again, this was another one that was forwarded to me
13 in the files that I received as the custodian of
14 records.

15 Q. And does it fairly and accurately represent what
16 you've described it to be?

17 A. Yes.

18 Q. And is it in the same condition as when you received
19 it?

20 A. Yes.

21 ATTORNEY O'MALLEY: I would object.

22 ATTORNEY OLEK: I would like to enter it into
23 the record.

24 ATTORNEY O'MALLEY: I'm objecting on the basis
25 that it appears to be an incomplete document.

1 A. If I may, there are certain agreements and documents
2 that have been stipulated to be confidential between
3 the trust and the other party in those matters, and I
4 didn't feel as trustee that I could reveal the entire
5 contents of those agreements, but I do have them
6 available.

7 ATTORNEY O'MALLEY: Again, I'm objecting on the
8 basis that we weren't provided a complete
9 document.

10 BY ATTORNEY OLEK:

11 Q. Can you describe the contents in that agreement, Miss
12 Geer.

13 A. That agreement, Exhibit No. 6, with Universal
14 Pictures Company was an agreement for movies that
15 were made with Buck Rogers as the title and the main
16 character in those movies in the 1930s.

17 Q. And what was it the Dille Family Trust received from
18 this as a result of this agreement?

19 A. Well, it certainly helped the property become more
20 well known, and they received large financial
21 compensation.

22 Q. Thank you. I would like to show you what's been
23 marked as Exhibit 7. Do you recognize this document,
24 Miss Geer?

25 A. Yes, I do.

1 Q. What do you recognize it to be?

2 A. This is the caption and the first paragraph of a
3 complaint that was filed in the U.S. District Court
4 for the Northern District of Illinois by Theresa
5 Marie Nowlan as executrix of the will of Philip
6 Francis Nowlan deceased versus the National Newspaper
7 Service, John Dille, John Dille, Richard Calkins and
8 Buck Rogers Company, a corporation.

9 Q. And how did you receive this document?

10 A. I received this also from the previous trustee as
11 part of the records delivered to me as the custodian
12 of records.

13 Q. And is it an accurate depiction of what you described
14 it to be?

15 A. It's an accurate depiction of the first page. I do
16 have the rest of the document upstairs, but again,
17 the entire lawsuit is a public record.

18 Q. Can you describe what this document shows?

19 A. It shows that the plaintiff, that would be Theresa
20 Nowlan, filed suit against the National Newspaper
21 Company, the John Dille Company, Buck Rogers Company
22 corporation for various things.

23 Q. Okay. Thank you. I would like to enter this exhibit
24 into the record.

25 ATTORNEY O'MALLEY: Again, objection, it's an

1 incomplete document.

2 Q. Miss Geer, in your capacity as trustee, are you aware
3 of any documents that give the Nowlan Family Trust
4 rights to the Buck Rogers trademark?

5 A. I am not aware of any documents that give the Nowlan
6 Family Trust any rights in the Buck Rogers document.
7 The Dille Family Trust did give them permission at
8 one point to reprint a book that Mr. Nowlan had
9 written, but the Dille Family Trust was acknowledged
10 in that document, in that book.

11 Q. Are you aware of any documents that showed the Nowlan
12 Family Trust released any rights or all rights to the
13 Buck Rogers trademark?

14 A. What we have is a release, the next exhibit, would be
15 by Theresa Nowlan, executrix of the estate, all of
16 which were done pursuant to the litigation that the
17 complaint, the first page I originally gave as an
18 exhibit, and then that was put into record in, I
19 believe, it was the Probate Court in Philadelphia.

20 Q. I'd like to show you what's been marked as Exhibit 8.

21 A. Yes.

22 Q. Do you recognize this document?

23 A. Yes, I do.

24 Q. And what is it you recognize it to be?

25 A. This is a copy of the full and complete release and

1 assignment signed by Theresa Marie Nowlan in May of
2 1942.

3 Q. And how did you obtain this document?

4 A. I obtained this document again through, as custodian
5 of records, from the previous trustee who was also
6 custodian of those records.

7 Q. And is it a fair and accurate depiction of what you
8 described it to be?

9 A. Yes.

10 Q. To your knowledge, is it a complete document of how
11 you received it?

12 A. Yes, it is. It has the affidavit -- it has attached
13 to it a stipulation with the caption from the
14 litigation in Illinois that I put in the initial page
15 of the complaint.

16 Q. Could you describe what this document shows?

17 A. What this shows is that Theresa Marie Nowlan filed
18 suit and that she dissolved to make a full and
19 complete release and settlement of all claims in said
20 suit or any way relating to the subject matter of
21 said suit and including all claims relating in any
22 way to contracts made between Philip Francis Nowlan
23 and the parties of the second part, and all claims
24 based on any relationship of any kind between said
25 Nowlan and the parties of the second part or either

1 of them including and not only claims existing at the
2 present, but any claims which may arise in the future
3 based on said subject matter or contracts or
4 relationship.

5 Then it goes on to recite the amount of money
6 that was paid in hand, which was \$1,750 to Theresa M.
7 Nowlan, and it further then goes on to say the
8 receipt of that was acknowledged and hereby releases
9 and forever discharges the parties of the second part
10 from any cause of claims, actions, causes of actions,
11 agreements, promises and demands whatsoever in law or
12 in equity, including all such relating in any way to
13 the subject matter of the complaint in the case of
14 Nowlan versus National, and any rights which she had
15 and may now have or may have in the future or which
16 her heirs, executors or administrators hereinafter
17 can, shall or may have for or by reason of any
18 matter, cause or thing whatsoever, including all
19 claims, et cetera, to all receipts from newspaper
20 strips, merchandise, radio, movies and all other
21 subject matter, and including all claims, et cetera,
22 to all receipts which may arise under any contracts
23 heretofore or hereafter entered into by any parties
24 of the second part or any of them relating to
25 newspaper strips, merchandise, radio and movies, and

1 all other subject matter. All contracts of every
2 kind or nature that exists or may exist and all
3 rights thereby are terminated and forever released.

4 The party of the first part then releases,
5 waives and conveys all claims, rights and interests
6 of any kind in and to all copyrights to John F. Dille
7 Company, and in and to all trademarks, good will,
8 titles, including specifically Buck Rogers and Buck
9 Rogers In The 25th Century, and all characters,
10 patents, inventions and all other subject matter
11 relating in any way to the Buck Rogers features to
12 John F. Dille.

13 And then this instrument is intended by all
14 parties to be a complete and full settlement between
15 the parties and each of them. The payment above
16 mentioned is not to be construed as an admission on
17 the part of the parties of the second part of any
18 liability whatsoever. And the lawsuit is to be
19 dismissed without costs to the parties on the merits
20 and with prejudice. It is signed by Theresa Marie
21 Nowlan, and then there's a notary signature and
22 affidavit, and again the stipulation from the Court.

23 Q. I would like to enter this exhibit on the record. To
24 your knowledge, do you have any knowledge of the
25 Nowlans use of this mark after this agreement was

1 executed?

2 A. I have no knowledge that they used the mark except
3 that they were given permission to reprint their one
4 book at one time, but they have not used the mark in
5 any other way, to my knowledge.

6 Q. Do you have any knowledge of the Dille Family Trust
7 using this mark after this agreement was executed?

8 A. The Dille Family Trust has used this mark
9 continuously since -- well, at least 1929 and when
10 they started with the memorandum of agreement, and
11 then they started the newspaper strip. They've done
12 movies, they did all kinds of paraphernalia, sales,
13 et cetera, over the years. A couple of the more
14 recent ones --

15 ATTORNEY O'MALLEY: Objection to your prior
16 statements on lack of foundation.

17 A. Well, he asked if I had any knowledge of use. I have
18 seen the movies and I've seen some of the other
19 things. I do know that Lorraine Dille Williams and
20 Arthur Martin are the custodians of that information
21 prior to my taking over as trustee, except for the
22 things that I've listed on this exhibit.

23 Q. Miss Geer, you've described these various uses.
24 Could you describe how you came to have this
25 knowledge?

1 A. Well, I received copies of various agreements that
2 had been done in the earlier years, such as the
3 agreement with Universal. I have a copy of the
4 agreement with Walt Disney. I have a copy of the
5 agreements with Dynamic Forces, Inc. I have also
6 looked at examples of things that were done and sold
7 in commerce, board games, rings, things such as that.
8 So, I have direct knowledge of some of them. I've
9 seen agreements on some of them.

10 Q. And, to your knowledge, all of these agreements are
11 between the Dille Family Trust and the other party?

12 A. Yes.

13 Q. I'd like to show you what's been marked as Exhibit
14 13. Do you recognize this agreement?

15 A. 13, I believe this is the first page of the signature
16 page of a contract dated May 12, 1977 and twice
17 amended between Leisure Concepts, Inc., and Universal
18 Studios, Universal City regarding the right of
19 Universal to use the Buck Rogers character.

20 Again, I have redacted the pages in-between,
21 because they're confidential matters in there that
22 I'm not at liberty to release, but I have the full
23 documents upstairs.

24 Q. And how is it you came to possess this document?

25 A. Again, I received this as part of my gathering of

1 records and receiving records from the previous
2 trustee, Arthur Martin.

3 Q. And does this fairly and accurately represent what
4 you've described it to be?

5 A. Yes, it does.

6 Q. And is it in the same condition as when you received
7 it?

8 A. Yes, it is.

9 Q. I would like to enter this exhibit into the record.
10 I would like to show you what has been marked as
11 Exhibit 14.

12 ATTORNEY HERMAN: Andy, he needs to object.
13 Wait a minute.

14 ATTORNEY O'MALLEY: Before you get to Exhibit
15 14, I just object to Exhibit 13 as not a
16 complete document, and I don't believe we were
17 provided with a copy of this document during
18 discovery.

19 BY ATTORNEY OLEK:

20 Q. Do you recognize Exhibit 14?

21 A. Yes, I do.

22 Q. And what do you recognize it to be?

23 A. It's a copy, again, of the first page of an agreement
24 between the Dille Family Trust and Walt Disney
25 Pictures dated October 31, 1996. I've only provided

1 the first page today, because again it's very
2 confidential, and I'm prohibited from providing all
3 the terms of the agreement with Disney.

4 Q. And how is it that you came to receive this document?

5 A. Again, I received this from the former trustee, from
6 custodian of records to me as custodian.

7 Q. And does it fairly and accurately represent what you
8 described it to be?

9 A. Yes. The first page of the memo.

10 Q. And could you describe what the first page shows?

11 A. It shows memorandum of agreement between October 31,
12 1996 between Walt Disney Pictures and the Dille
13 Family Trust regarding the comic book character Buck
14 Rogers and all publications, radio programs and other
15 things connected with it.

16 Q. Does this document describe the parties to this
17 agreement?

18 A. Yes. The parties are Walt Disney Pictures captioned
19 "WDPC" and the Dille Family Trust noted as owner.

20 Q. I'd like to enter this into the record.

21 ATTORNEY O'MALLEY: I would like to object that
22 the document is incomplete and that we weren't
23 provided with a copy during discovery.

24 Q. I'd like to show you what's been marked as Exhibit
25 19. Do you recognize this document?

1 A. Yes, I do.

2 Q. What is it you recognize it to be?

3 A. Well, the first page is a copy of the original
4 agreement between Herman and Geer Publications d/b/a
5 Hermes Press and the Dille Family Trust dated March
6 16, 2008, and it's signed by looks like Flint Dille
7 for Virginia Dille, who was the trustee at that time,
8 and witnessed by Theresa Dille.

9 Q. How did you receive this document?

10 A. Again, I received this document -- actually, I
11 received this document directly from Hermes Press as
12 part of my collecting of all agreements that were
13 outstanding for the Dille Family Trust prior to my
14 becoming the trustee.

15 Q. Does it fairly and accurately show what you described
16 it to be?

17 A. Yes.

18 Q. I know there are subsets to this document. Besides
19 the agreement, are there any depictions of the mark
20 on a publication, or I know there are some comics
21 listed?

22 A. Well, what we have here as part of Exhibit 19, and
23 the original books are right here for observation,
24 but we have the cover page and then the indicia page
25 as well as the table of contents, I believe. The

1 cover page, back page and indicia page for all of the
2 works that are listed in there from 2008 through
3 2014, all of which are copyright to the Dille Family
4 Trust.

5 Q. And how is it that you came to obtain this document?

6 A. Well, again, when a license is granted, the people
7 that do the product are supposed to provide the trust
8 with copies or replicas of the product that they
9 produce or at least a good visual image of them. I
10 received copies of all of the books, and these
11 exhibits are xerox copies of parts of the books
12 themselves.

13 Q. Do you know who made these copies of the books
14 themselves?

15 A. Fran Occhibone, my assistant.

16 Q. And, to your knowledge, do they fairly and accurately
17 show how the product is sold and marketed in
18 commerce?

19 A. Well, it certainly shows how the product is sold in
20 commerce, yes. As far as marketing goes, I think I
21 have another exhibit on this, but all of these are
22 sold in commerce throughout the United States,
23 actually throughout the world through a distributor
24 that primarily distributes comic books and comic-
25 related matters called Diamond Distribution.

1 So, all these books have been sold through that,
2 and they've also been sold privately to a few other
3 shops and also to individuals who can order it
4 through, I believe, the Hermes Press website can sell
5 it to them directly.

6 ATTORNEY O'MALLEY: Objection to the prior
7 statements, lack of foundation.

8 Q. To your knowledge, have these works been sold on
9 behalf of the Dille Family Trust?

10 A. Yes.

11 Q. If you could, on the copies of the cover pages, could
12 you circle the mark and if it states on the cover the
13 Dille Family Trust for the record?

14 A. Well, on the front cover -- do you want me to go
15 through each of these?

16 Q. Yes.

17 A. The title of the book No. 1 is Buck Rogers In The
18 25th Century, and then on the indicia page, it says
19 copyright 2009, the Dille Family Trust.

20 Q. If you could, circle that.

21 A. Okay. And then the contents. Other than that, it's
22 just the name of the book itself on the outside cover
23 of the book.

24 Q. Okay. I'd like to enter this exhibit into the
25 record.

1 A. Do you want me to go through each volume, volume two?

2 ATTORNEY O'MALLEY: To the extent they're not
3 complete copies of the books, we object on that
4 basis.

5 A. I can offer complete copies of the books if Mr.
6 O'Malley wants to carry them all around.

7 ATTORNEY HERMAN: Actually, the stenographer
8 would have to carry them all around.

9 ATTORNEY O'MALLEY: I'm just making my
10 objection.

11 Q. Miss Geer, do you represent that these photocopies
12 are accurate representations of the covers of the
13 complete books?

14 A. They're representations of the covers and the indicia
15 page and the table of contents and the back cover of
16 each of the books.

17 Q. And these representations would be how these books
18 are sold in commerce?

19 A. Yes. Usually in commerce, the cover page is the
20 advertisement that's used to sell the books.

21 Q. And these books, to your knowledge, are all sold in
22 the United States?

23 A. Yes.

24 Q. I'd like to enter this into the record, then.

25 ATTORNEY O'MALLEY: Are you entering all of them

1 or just the first one?

2 ATTORNEY OLEK: I would like to enter all of
3 them.

4 ATTORNEY O'MALLEY: Okay.

5 A. The only ones that are not bought by the public are
6 of an advertising nature, and they're marked as 2013
7 free comic book day and 2014 free comic book day, and
8 those comic books are ones that are developed through
9 Diamond Distribution and distributed, which Diamond
10 pays for them as advertising. They're distributed
11 nationally to all the comic book stores that are on
12 the Diamond Previews mailing list, and from there
13 copies are given to anybody that comes into the shop
14 on free comic book day. So they're not sold.
15 They're sold to the comic book stores, I believe, but
16 they're not sold to the public. They're free
17 handouts.

18 ATTORNEY O'MALLEY: I object on the basis of
19 lack of foundation.

20 Q. Miss Geer, do you know when these products were sold
21 on behalf of the Dille Family Trust?

22 A. All of them?

23 Q. Yes.

24 A. Well, the year that I have beside them on the list is
25 the year that they were initially sold, and many of

1 them continue to be sold. Hermes Press has provided
2 that accounting, but I don't have it with me, but I
3 can state that even the early ones continue to be
4 sold.

5 ATTORNEY O'MALLEY: Again, lack of foundation
6 and hearsay.

7 Q. Could you describe how you are aware these products
8 are being sold in the U.S.?

9 A. I receive statements from Hermes Press with their
10 summary of royalties, and I also have looked at the
11 reporting that Diamond Comics does on the sales, and
12 that reporting lists the buyers so that I'm able to
13 obtain from that where they're sold. They're also
14 sold outside of the country, but I can obtain from
15 that they're sold to Baker and Taylor, and the list
16 of individuals who receive Hermes Press maintains
17 that list, and I have had access and I've reviewed it
18 for various purposes, and that also indicates where
19 the people live who bought it.

20 ATTORNEY O'MALLEY: Objection. Lack of
21 foundation and hearsay.

22 Q. Miss Geer, are you sent these reports in your
23 capacity as trustee of the Dille Family Trust?

24 A. Yes. All of the licensees are supposed to send me
25 royalty reports. Some are quarterly, some are

1 annually. They vary, but they're all supposed to
2 report to me.

3 Q. And when you receive these reports, what is it that
4 you do with them?

5 A. I put them in the appropriate file and they're
6 maintained upstairs in my office.

7 Q. To your knowledge, where else and what other
8 countries are these products sold?

9 A. Well, I know that Buck Rogers is sold frequently in
10 Canada and in England and Germany.

11 Q. To your knowledge, are there any other trademark
12 applications or registrations for the Buck Rogers
13 mark on behalf of the Dille Family Trust?

14 A. Yes.

15 Q. I'd like to show you what is marked as Exhibit 31.

16 A. I have it.

17 Q. Do you recognize this document?

18 A. Yes, I do.

19 Q. And what is it you recognize it to be?

20 A. This document is a copy of the trademark data from
21 the Canadian Intellectual Property Office for
22 trademark registration in Canada, No. 0459007, which
23 was renewed in September of 2011.

24 Q. How did you come to possess this document?

25 A. I was sent this document by the agent who was

1 retained to provide the service for the registration
2 of that, which would be Borden, Ladner and Gervais,
3 LLP, in Ontario.

4 Q. And does this document list who the owner of the mark
5 is?

6 A. It lists the owner as the Dille Family Trust.

7 Q. And could you state what the mark is, the registered
8 mark is?

9 A. Buck Rogers.

10 Q. Did that have a date of first use?

11 A. I'm looking.

12 Q. Okay.

13 A. It says used in Canada as early as October 3, 1979 on
14 wares.

15 Q. And does it list any additional products that it is
16 used for?

17 A. It lists kinds of wares. Do you want me to recite
18 those?

19 Q. Please.

20 A. Toy figures, vehicles, aircraft, rockets, wheeled
21 ground vehicles; two, boots and shoes; three, toy
22 play sets, sets of figures, aircraft, rockets, ground
23 vehicles and environmental settings; four, newspaper
24 comic strips; and five, model kits.

25 Q. And you said this renewal was for September 27,

1 2001?

2 A. No. Wait.

3 Q. Or 2011?

4 A. Oh, yes, 2011, yes.

5 Q. And you said you became trustee on July 1, 2011, on
6 or about July 1, 2011?

7 A. July 1st was my first official day as the trustee. I
8 was consulted on a couple of matters before that,
9 including this particular trademark application, and
10 we all agreed it was in the best interests of the
11 trust, even though I was going to be taking over, to
12 get that renewed as soon as possible. That was with
13 Arthur Martin and Lorraine Dille Williams and Flint
14 Dille.

15 Q. I'd like to enter this into the record.

16 ATTORNEY O'MALLEY: I object on the grounds of
17 relevance.

18 Q. I'd like to show you what's been marked as Exhibit
19 34. Do you recognize this document?

20 A. Yes, this is a deal memorandum between the Dille
21 Family Trust through its exclusive agent, Licensing
22 Works, with Anovos Productions, LLC.

23 Q. And how did you come to possess this document?

24 A. This document is an agreement document, which I
25 executed as part of my function as trustee for Anovos

1 Productions to do Halloween costumes and other kinds
2 of costumes.

3 Q. You said you executed this document?

4 A. Yes, I did.

5 Q. And does this document fairly and accurately describe
6 what you have described it to be?

7 A. It does. I have redacted, and also redacted when it
8 was provided in discovery, certain details as to the
9 prices and the wire transfers and payment details
10 which I thought it could be harmful to the trust if
11 that information was released, and also the licensees
12 do not like to have that kind of information
13 released.

14 So I have a general agreement and understanding
15 with Licensing Works, which is our agent, that I
16 won't release that information without reviewing it
17 with them first since they have the direct contact
18 with the licensee.

19 Q. And was this on behalf of the Dille Family Trust?

20 A. Yes, it was.

21 Q. And could you describe what, if possible, products
22 and merchandise this document is for?

23 A. Yes. In product details under licensed articles, it
24 has Halloween costumes, uniform replicas, prop
25 replicas, classic Buck Rogers costumes, TV show Buck

1 Rogers costumes, TV show women's Buck Rogers
2 Costumes, classic Buck Rogers costumes and high-end
3 replica costumes.

4 Q. And, to your knowledge, were these products sold in
5 the United States?

6 A. It is my understanding that they did, at least the
7 Halloween costumes and that they were sold in various
8 Halloween shops throughout the United States.

9 Q. And all of these products were sold with the Buck
10 Rogers mark. Is that correct?

11 A. That's my understanding.

12 ATTORNEY O'MALLEY: Objection, foundation.

13 Q. Miss Geer, does the license state anywhere which mark
14 would be used on these products?

15 A. Well, under legal notices, it states that Buck Rogers
16 R is a registered trademark owned by the Dille Family
17 Trust and used under license from the Trust copyright
18 year of the licensee's first product use. The Dille
19 Family Trust all rights reserved, and also licensed
20 by Licensing Works registered.

21 Q. I would like to enter this into the record.

22 ATTORNEY O'MALLEY: I'll object to the extent
23 the document is incomplete.

24 Q. I'd like to show you what's been marked as Exhibit
25 36. What is it you recognize it to be?

1 A. Again, it's an agreement between the Dille Family
2 Trust and Licensing Works as its agent with Intrada,
3 Inc., dated September 1, 2011.

4 Q. Could you describe who executed this agreement on
5 behalf of the Dille Family Trust?

6 A. I did, my signature is on the final page.

7 Q. And how is it you came to possess this document?

8 A. This is a document that I keep a copy of in my normal
9 course of business as the trustee. So after I signed
10 it, I copied it.

11 Q. And, to your knowledge, does this copy fairly and
12 accurately represent what you described?

13 A. Yes, except that I redacted the licensed articles,
14 the term of the agreement, the payment details, the
15 release details and the method of payment details as
16 I've described above in consideration of the concerns
17 of the people who made the product and Licensing
18 Works.

19 Q. Does this agreement describe the products that are
20 the subject of the agreement?

21 A. Let me find those. Yes, it says they're sold through
22 music retail stores, internet and wholesale
23 distributors, wholesaler websites and direct to
24 consumers. I guess we redacted the part where it
25 said it's a CD ROM product.

1 Q. Does the agreement state the marks to be used on
2 these products?

3 A. Wait a minute, I found that. It says music
4 soundtrack CDs under the marketing release. Yes, it
5 says the same, Buck Rogers R is a registered
6 trademark owned by the Dille Family Trust and used
7 under license from the Trust. A copyright year of
8 licensee's first production use. The Dille Family
9 Trust all rights reserved. Licensed by Licensing
10 Works.

11 Q. And, to your knowledge, have these products been sold
12 in the United States?

13 A. Yes, they have.

14 ATTORNEY O'MALLEY: Objection, foundation.

15 Q. Miss Geer, as trustee, would you then receive royalty
16 statements from the licensee?

17 A. Yes, I do.

18 Q. I'd like to enter this exhibit into the record. I
19 would like to show you what's been marked as Exhibit
20 37.

21 A. Okay.

22 Q. Do you recognize this document?

23 A. Yes, I do.

24 Q. What do you recognize it to be?

25 A. This is, again, a copy of the agreement between the

1 Dille Family Trust through Licensing Works as the
2 agent and Silk Pearce.

3 Q. And how did you obtain this document?

4 A. I obtained this document again in my normal course of
5 business of keeping copies of all of the licenses
6 that I execute or come to my attention while I'm the
7 trustee.

8 Q. And, for the record, who is it that executed this
9 agreement?

10 A. I did. I don't have the signature page on this, but
11 it is upstairs.

12 Q. And this is on behalf of the Dille Family Trust?

13 A. Yes, it is, Louise A. Geer as trustee.

14 Q. And is this a fair and accurate representation of
15 what you described it to be?

16 A. Yes.

17 Q. And does this document list the products to be sold?

18 A. Yes, it does. In this case, the client, Silk Pearce,
19 Favini, wanted to advertise their ability to print
20 things. So they made a 16-page brochure using
21 various Buck Rogers images on different kinds of
22 colored paper to show their graphic design skills,
23 and it was limited to print run of 10,000 brochures.
24 These brochures were distributed by the company,
25 Favini, as a paper company to obtain sales for their

product.

Q. And do you know, were these distributed in the United States?

A. They were distributed in the United States, as well as abroad.

ATTORNEY O'MALLEY: Objection, lack of foundation.

Q. Do you know what mark was used on these distributions?

A. Yes. The mark was that it was a Buck Rogers registered trademark owned by the Dille Family Trust and used under license from the Trust, copyright 2011, the Dille Family Trust all rights reserved. Licensed by Licensing Works.

ATTORNEY O'MALLEY: Again, lack of foundation.

Q. And that statement is on the license itself?

A. Yes.

Q. Thank you. I'd like to enter that into the record.

ATTORNEY O'MALLEY: I would like to object to the extent that the document isn't complete.

Q. I'd like to show you what's been marked as Exhibit 39.

A. Yes, I have it.

Q. Do you recognize this document?

A. Yes, I do. This was a document between the Dille

1 Family Trust, Licensing Works and Killer Tees dated
2 9-19-11. It was rescinded 11-3-11 primarily because
3 they didn't feel they could come up with the product
4 in the time limit that we required.

5 Q. And could you explain how you came to this knowledge
6 and came to process this document?

7 A. I came to all of this knowledge through Licensing
8 Works, my exclusive agent for the products of the
9 Dille Family Trust, and it would have come from one
10 of three people at Licensing Works, which would be
11 Leslie Levine, the president, Scott Cherrin or Jane
12 McGregor.

13 Q. Miss Geer, could you describe your relationship with
14 Licensing Works? You said they are the exclusive
15 agent of the Dille Family Trust?

16 A. Yes, they are. Yes. When I first took over, they
17 had a handshake agreement to be a representative for
18 some products and there were some other agents
19 floating around. I decided that, as trustee, I
20 needed to have an exclusive agent so that properties
21 weren't bidding against each other or competing. And
22 to kind of get the whole thing in line, I interviewed
23 a couple of them, and then I retained Licensing Works
24 as the exclusive agent for Dille Family Trust
25 products.

1 Q. Miss Geer, do you recall on or about when you made
2 this agreement with Licensing Works to become the
3 exclusive agent?

4 A. Let me check to see if it's on here. Well, it was in
5 2012.

6 Q. Okay. Could you describe the process of how
7 Licensing Works brings and markets for the Dille
8 Family Trust?

9 A. All right. I know this from two sides, because I had
10 spoken with them when they were initially working to
11 get Hermes Press as one of the licensees and met
12 them at a trade show in Las Vegas, and I believe that
13 was in 2000 --

14 ATTORNEY HERMAN: 10.

15 A. 2010, something like that, because at that point, the
16 license had already been executed by Virginia Dille
17 for the trust. That was really the only contact I
18 had with them prior to becoming the trustee. When I
19 became trustee, I was directed to them by Arthur
20 Martin, Lorraine Dille Williams and Flint Dille as an
21 agency that had done a lot of work on Buck Rogers
22 projects over the years, and so I began a
23 conversation with them.

24 I also talked with a couple of other agencies,
25 Classic Media being one, and some individual people

1 who wanted to be an agent, and through that
2 process -- and I received references and checked the
3 records then of Licensing Works, and I determined
4 that for the projects for the Buck Rogers kind of
5 product, and at the time that they were the best
6 agency to provide those services, and that they had
7 to do it on an exclusive basis to avoid confusion in
8 the marketplace. So then we executed an agreement.

9 Q. And License Works is still currently the exclusive
10 agent for the Dille Family Trust?

11 A. Yes, they are, and they're able, then, to use
12 subagents if they wish, and I think they're looking
13 for someone in Europe, but I have not signed that
14 yet.

15 Q. And these agreements all deal with the mark Buck
16 Rogers?

17 A. Buck Rogers, Buck Rogers In The 25th Century, that's
18 correct.

19 Q. I would like to enter Exhibit 39 into the record. I
20 would like to show you what's been marked as Exhibit
21 40. Do you recognize this document?

22 A. Yes, I do.

23 Q. And what do you recognize it to be?

24 A. This document is an agreement between the Dille
25 Family Trust with Licensing Works as the agent and

1 Diamond Select Toys and Collectibles, LLC.

2 Q. How did you receive this?

3 A. This agreement was brought to me through work done by
4 Licensing Works.

5 Q. And what party executed this agreement?

6 A. I executed this agreement as trustee for the Dille
7 Family Trust, and I believe it was Bill Schanes who
8 executed it for Diamond Select Toys and Collectibles.

9 Q. And does it describe the products as part of the
10 license?

11 A. Okay. Diamond wanted to do four to twelve-inch
12 action figures and small Minimate block figures up to
13 three inches and vehicles designed to scale with the
14 Minimates made from plastic, a series of coin banks
15 and all from the 1979 Buck Rogers In The 25th Century
16 TV series images.

17 Q. Miss Geer, do you recognize the signature on this
18 agreement as your signature?

19 A. Yes, I do.

20 Q. And did you sign it contemporaneously to the
21 agreement being made?

22 A. I signed it on December 13, 2011. Mr. Schanes signed
23 it on the 14th, 2011.

24 Q. Is there an effective date on this agreement or is it
25 effective as of the signatures?

1 A. The term is described as four years on the second
2 page from November 11, 2011 to November 14, 2015.

3 Q. And the products described therein, was there a mark
4 to be used with these products?

5 A. Yes.

6 Q. Could you state what that mark is?

7 A. Buck Rogers registered trademark of the Dille Family
8 Trust copyright 200_ year of first use, Dille Family
9 Trust licensed by Licensing Works R.

10 Q. And does the agreement state where these products are
11 to be sold?

12 A. Worldwide.

13 Q. Does it state if that includes the United States?

14 A. It says territories worldwide. Let's see if it says
15 the United States.

16 Q. To your knowledge, have these products been sold in
17 the United States?

18 A. Yes. I received that knowledge from the royalty
19 report that I received from Diamond Select Toys.

20 ATTORNEY O'MALLEY: Objection, lack of
21 foundation and hearsay.

22 Q. Could you approximate as to how often you received
23 these royalty reports?

24 A. Well, as I said before, they come in differently for
25 different licensees. So far, I've only received one

1 from Diamond Select.

2 Q. And when you receive them, you keep them in a file in
3 the normal course of a business record?

4 A. Yes, I do.

5 Q. I'd like to enter this exhibit into the record. Miss
6 Geer, returning to Exhibit 40, that's a fair and
7 accurate representation of the agreement and the
8 terms you described?

9 A. Yes, except for the redaction of exclusions and
10 payment details and method of payment, again,
11 out of consideration to the wishes of the clients as
12 conveyed to me by Licensing Works.

13 Q. I'd like to show you what's been marked as Exhibit
14 42. Do you recognize this document?

15 A. Yes.

16 Q. What do you recognize it to be?

17 A. Yes, this is the agreement signed between the Dille
18 Family Trust by Licensing Works, the agent, with
19 Intrada, Incorporated. This is for the second
20 soundtrack that they did of the original music
21 soundtrack from the 1979 TV series Buck Rogers.

22 Q. And how is it you came to possess this document?

23 A. I came to possess this in the normal course of
24 business as trustee for the Dille Family Trust, and I
25 believe after I signed it, I just copied it and put

1 it in my file.

2 Q. And you recognize that signature as your signature?

3 A. I don't know that we copied the signature page on
4 this one, but I did sign it.

5 Q. And the product you described as the soundtrack, was
6 that to be sold in the United States?

7 A. Yes, I believe they sold it in the United States, but
8 they've listed their territory as worldwide.

9 Q. And again, have you received any royalty reports from
10 the licensee?

11 A. I believe I have received a royalty report on the
12 first Intrada product, but I don't believe I received
13 one on the second one yet.

14 ATTORNEY O'MALLEY: I object, lack of
15 foundation, hearsay.

16 Q. I'd like to enter that exhibit into the record. Miss
17 Geer, is that agreement a fair and accurate
18 representation of what you described?

19 A. Yes, it is.

20 ATTORNEY O'MALLEY: I would just like to object
21 to Exhibit 42 on the basis that it's an
22 incomplete document.

23 Q. I'm showing you Exhibit 43.

24 A. All right. I have it.

25 Q. Do you recognize that document?

1 A. Yes, I do.

2 Q. And what is it you recognize it to be?

3 A. This is an approval form that is sent by Licensing

4 Works pursuant to the licenses where I approve images

5 or things that they make to make sure that they're

6 okay, and this one is a preproduction approval form

7 for a Cocomalt solar system map that Warner Specialty

8 was going to use in a movie that they did.

9 Q. Does this document have a signature on it?

10 A. Yes, it does.

11 Q. And who is that signature?

12 A. That's signed by myself as trustee.

13 Q. Do you recognize that signature to be your own?

14 A. Yes, I do.

15 Q. And does it have a date as to when you executed this

16 agreement?

17 A. This approval was sent March 29, 2012.

18 Q. And does it describe the marks used in the products?

19 A. It describes the property as Buck Rogers. It doesn't

20 seem to have a description of the indicia or the

21 registered trademark.

22 Q. Does it state the territory where the product would

23 be sold?

24 A. That would be in the agreement with Warner Special

25 Products, and that was all done by phone and some

1 e-mails primarily because of the speed of time by
2 which they needed to have it approved, and so we did
3 it sort of on a speed track, and those letters
4 contain other matters which I felt would harm the
5 trust if those were disclosed, but this was used just
6 as a poster on a wall in a bedroom as a prop.

7 Q. To your knowledge, were products sold as a result of
8 this agreement?

9 A. This agreement was for a prop that the right of use
10 was sold to them to use it in a movie. I have no
11 information about the movie sales.

12 Q. And these phone conversations, you said the agreement
13 was made via phone conversation, were you a party to
14 those phone conversations?

15 A. Yes. I spoke with the people, the prop people for
16 the movie, but the negotiating initially was done by
17 Licensing Works, but then I got a couple of calls
18 just, you know, wanting me to approve the use on the
19 wall and things like that.

20 Q. On these phone conversations, you were speaking in
21 your capacity as trustee of the Dille Family Trust?

22 A. Yes, I was.

23 Q. I'd like to enter this exhibit into the record.

24 ATTORNEY O'MALLEY: Objection on the basis of
25 relevance.

1 Q. Could you state that Exhibit 43 is a fair and
2 accurate representation of what you described?

3 A. Yes, it is.

4 Q. I'd like to show you what has been marked as Exhibit
5 50. Miss Geer, do you recognize Exhibit 50?

6 A. Yes, I do.

7 Q. What is it you recognize it to be?

8 A. Exhibit 50 is a copy of an advertising product put
9 together by Licensing Works to aid them in their
10 sales of the product, of the name Buck Rogers. They
11 are also seeking someone to actually produce this box
12 and sell it, but to my knowledge, it's only been used
13 as advertising so far, and it does have the indicia
14 on it that it is owned by Buck Rogers In The 25th
15 Century owned by the Dille Family Trust used by
16 permission copyright 2013 Dille Family Trust licensed
17 by Licensing Works.

18 Q. And how is it that you came to possess this document?

19 A. I was given the box by people at Licensing Works the
20 summer when I went out there for a meeting.

21 Q. And were you going in your capacity as trustee of the
22 Dille Family Trust?

23 A. Yes, I was there helping them with certain contracts
24 and interviewing people regarding licenses.

25 Q. You said it's a box. Could you describe that box,

1 please.

2 ATTORNEY O'MALLEY: Could we go off the record a
3 second so I can see the box?

4 (Off the record.)

5 Q. Miss Geer, Exhibit 50 was a copy of the top of the
6 box. Is that correct?

7 A. It's a copy of the top of the box and then the board
8 game itself.

9 Q. Does that accurately represent the box and the board
10 game?

11 A. Yes.

12 Q. And if you could on Exhibit 50, if you still have it,
13 circle the mark, and it might have been on the
14 indicia page, the Buck Rogers mark and the Dille
15 Family Trust.

16 A. Okay. There are three places. I'm going to just
17 draw a big arrow, because it's in small type on all
18 three pages.

19 Q. Okay.

20 A. And the third one is sort of blown up. Okay?

21 Q. Yes. To your knowledge, has this product been sold
22 in the United States?

23 A. No. It's been used for advertising purposes and
24 they're -- Licensing Work is attempting to solicit
25 somebody to do the product, but I haven't signed

1 anything yet.

2 Q. Okay. I would like to enter Exhibit 50 into the
3 record.

4 ATTORNEY O'MALLEY: I object to the extent that
5 it doesn't include copies of all the materials
6 in the box.

7 Q. I would like to show you what's been marked as
8 Exhibit 51. Do you recognize this document?

9 A. This is 51?

10 Q. 51, yes.

11 A. Yes, I do recognize it. The left-hand portion of the
12 front page does have a copy of the last page of
13 another agreement, but the right-hand section of that
14 page and the second page are all regarding Colonial
15 Radio Theatre.

16 Q. Could you describe what this document represents?

17 A. Again, this is an agreement between Dille Family
18 Trust through Licensing Works as its agent and the
19 Colonial Radio Theatre On The Air.

20 Q. And is there a signature on this document?

21 A. Yes. This one is signed by looks like Lorraine
22 Williams and Flint Dille as agents for the trust, and
23 then Mark Vanderberg for the Colonial Radio Theatre
24 On Air. This one was done before I became trustee,
25 but it was extended by agreement that I signed on

1 July 31, 2013. Is that in the pile there, a second
2 page? I have that one upstairs, and I can provide
3 the extension of the existing agreement with Colonial
4 Radio Theatre On The Air.

5 Q. And how is it you came to possess the initial
6 agreement executed by, I believe you said, Lorraine
7 Williams and Flint Dille?

8 A. Yes, I received that from the former trustee as part
9 of the records of the trust that were forwarded to
10 me.

11 Q. And Exhibit 51 is a fair and accurate description of
12 what you described it to be?

13 A. Yes, except that I have noted at the top of that and
14 handwritten in that it was extended. That's my
15 handwriting at the top that says the word extended.

16 Q. And you recognize that to be your handwriting?

17 A. Yes.

18 Q. I'd like to enter Exhibit 51 into the record. I'd
19 like to show you what's been marked as Exhibit 53.
20 Do you recognize this document?

21 A. Yes, I do.

22 Q. What do you recognize it to be?

23 A. This is an agreement between the Dille Family Trust
24 and Licensing Works as their agent and G2 Design
25 Company, LLC.

1 Q. And is there a signature on this document?

2 A. Yes. The final page has my signature as the agent

3 and also signatures purporting to be Licensing Works

4 and the owner of G2 Game Design.

5 Q. Do you recognize your signature to be your own?

6 A. Yes, I do.

7 Q. Is there a date of execution on this agreement?

8 A. My date of execution is September 25, 2013. The

9 other two are September 24, 2013.

10 Q. And does it describe the products to be sold as part

11 of this agreement?

12 A. Yes. This agreement is for slot machines.

13 Q. And does it state what the slot machines are to

14 feature in terms of the mark or design?

15 A. Let's see. Physical slot machines using the

16 property. The property then refers to the trademark

17 of Buck Rogers, and they want to also use images on

18 the slot machines. They're physical video slot

19 machines, physical and mechanical slot machines and

20 also mobile gaming and other similar kinds of

21 devices.

22 Q. To your knowledge, have these products been produced

23 and/or sold in the United States?

24 A. No. To my knowledge, this is an extensive project

25 and they are still in the development stage.

1 Q. And, Miss Geer, this document fairly and accurately
2 represents what you just described it?

3 A. Yes, it does. And this is one in which the licensee
4 is extremely concerned about confidentiality, because
5 slot machines are a competitive business, and I would
6 just like to express on their behalf and on mine that
7 this particular one is not distributed to the public
8 or other parties, but is kept confidential within the
9 record.

10 Q. Thank you. I'd like to enter this exhibit into the
11 record. I'd like to show you what's been marked as
12 Exhibit 57. Do you have that?

13 A. Yes, I do.

14 Q. What is it you recognize it to be?

15 A. This is part of a Previews catalog dated April 14,
16 2014 indicia page and also copies of some of the Buck
17 Rogers advertising that was done in Previews over the
18 years.

19 Q. Miss Geer, to your knowledge, could you describe what
20 Previews is?

21 A. It's my understanding Previews, which is published by
22 Diamond Comic Distributors, Inc., is the magazine and
23 catalog for all of the products distributed by
24 Diamond Comic Distributors. They are primarily a
25 distribution company and they distribute to the comic

1 book stores as well as other stores that carry
2 magazines, books or whatever, and then the owners can
3 order directly from them. It also has a large
4 subscription to individuals where people who are fans
5 of comic books and things like that also have
6 subscriptions and order things based on the Previews
7 catalog. It comes out fairly regularly, and it's
8 distributed throughout the United States. So, I put
9 on -- it says it's published twelve times a year by
10 Diamond and costs \$150 for the subscription, and
11 that's the primary venue for advertising both in the
12 United States and worldwide for comic book properties
13 and the Hermes Press properties and also the ones
14 done by Dynamite, another licensor, that's also in
15 our exhibits today, also exhibited in Previews as a
16 marketing tool.

17 Q. And, Miss Geer, how is it you came to possess this
18 document?

19 A. Well, Hermes Press has a subscription to that and,
20 frankly, I just ripped the page out of the latest one
21 that was received as far as the indicia page, and
22 then the Hermes Press comic ones are provided to me
23 on a regular basis by the licensor to show their
24 advertising, and I picked a few from the many that I
25 have and had those copied as samples and attached

1 them to the exhibit.

2 Q. Is Exhibit 57 an accurate depiction of these Previews
3 magazines?

4 A. It's a fair and accurate prediction of the indicia
5 page and some of the Buck Rogers art that was
6 advertised in them, yes.

7 Q. And in your capacity as trustee, do you review these
8 Previews catalogs?

9 A. Yes, I do.

10 Q. Could you state how often you review them?

11 A. Whenever a product is done that's a Dille Family
12 Trust product, I review the advertising. Generally,
13 Licensing Works will send it to me to review. In
14 fact, I got another one this morning. And, in this
15 case, since Hermes Press is in the same building,
16 they bring it up to me and I review it before it goes
17 off to Diamond.

18 Q. And, Miss Geer, you stated in Exhibit 57 there are
19 comic books featuring the Buck Rogers mark. Is that
20 correct?

21 A. Yes, comic books and books. They do reprints of the
22 old comic strips and old comic books, and those are
23 collated into a book format, and then they also have
24 done -- Hermes Press has done a comic book.
25 Dynamite, as I said, we have not discussed them yet,

1 but Dynamite also does comic books, and they did a
2 Buck Rogers comic book and graphic novel.

3 Q. And could you circle on Exhibit 57 where, if
4 possible, Buck Rogers is featured?

5 A. Well, it's featured -- if I can hold this up and show
6 you, it's featured as the title of the books, and
7 we've put the covers, all of the covers that were in
8 here have been offered as exhibits otherwise. So,
9 what do you want me to do? I can't really read that.
10 It does say Buck Rogers In The 25th Century as the
11 title of the book. It doesn't have the indicia
12 regarding Dille Family Trust in the advertising
13 materials.

14 Q. Okay. I'd like to enter Exhibit 57 into the record.
15 Miss Geer, we have discussed and presented a number
16 of exhibits relating to agreements and licenses, some
17 of which were before your taking over as trustee and
18 some of which since you've taken over as trustee.
19 Could you state approximately how often you are
20 approached by Licensing Works with new licenses?

21 A. Well, I would say that I speak with Licensing Works
22 on the -- its new licenses and execution details of
23 the existing licenses, as well as projects that they
24 are working on to try to bring to the trust at least
25 weekly.

1 Q. And in your discussions with Licensing Works, are
2 there discussions as to what exactly will be sold or
3 marketed?

4 A. Yes.

5 Q. Could you describe, if possible, those conversations?

6 A. Well, I can describe it probably best by example.

7 Well, the one that just came in today, somebody wants
8 to do a model of one of the robots, and so they have
9 sent scale model drawings of the robot that they want
10 to do and some descriptions of its size and so on and
11 so forth. That would then get sent on to me from
12 Licensing Works, and if I have any questions about
13 it, I call them back or I send them an e-mail that
14 says, you know, the face is awful or I love it or
15 something like that, and they then go back to the
16 licensee and negotiate out of those problems.

17 That then also comes up sometimes when somebody
18 that has an agreement for, say, T-shirts comes up
19 with another ten designs, they'll send me a printout
20 of the ten designs, and if there's one that I think
21 is inappropriate, I'll tell them we refuse that one,
22 or if I have comments on what actually goes into the
23 project, then I communicate that to Licensing Works
24 either by phone or sometimes on an approval form.

25 Q. When you say you find something to be inappropriate,

1 could you explain what you mean by that?

2 A. Well, there are some guidelines that were developed
3 early on by the Dilles that Buck Rogers is not to be
4 a pornographic strip. So, sometimes people want to
5 do that, and I go through and essentially say no,
6 that's outside of the guidelines of the project.

7 Q. And could you explain how you came to know these
8 guidelines?

9 A. I was delivered a copy of the guidelines in my
10 capacity as trustee by the former trustee as
11 custodian of records.

12 ATTORNEY O'MALLEY: I object to reference to the
13 guidelines on hearsay.

14 Q. Miss Geer, could you explain, in your dealings with
15 Licensing Works, these discussions all involve the
16 Buck Rogers mark or the Buck Rogers character or Buck
17 Rogers In The 25th Century. Is that accurate?

18 A. That's correct.

19 Q. And could you describe in your discussions with
20 Licensing Works, are there discussions as to the
21 various products and where these products will be
22 sold?

23 A. Occasionally, that comes up, yes. Yes, I would want
24 to know things like about how many the licensee would
25 think they could sell and that kind of thing, and as

1 far as the amount that they're to be charged for the
2 right to use it, whether it's an advance on royalties
3 or a straight payment, those kinds of things are
4 discussed, yes.

5 Q. And, again, just for the record, whenever an
6 agreement is executed and products are produced
7 bearing the Buck Rogers mark on behalf of the Dille
8 Family Trust, you receive royalty statements on a
9 varying basis from the licensee?

10 A. Yes, I do.

11 ATTORNEY O'MALLEY: Objection, leading question.

12 ATTORNEY HERMAN: Answer the question anyway.

13 A. Yes, I do.

14 Q. Just to rephrase, Miss Geer, could you describe in
15 your capacity as trustee any other dealings you might
16 have with the Buck Rogers mark on behalf of the Dille
17 Family Trust?

18 A. I'm not sure I understand that, but everything that I
19 do is done by contract through Licensing Works. In
20 other words, if somebody would call me, for example
21 they wanted to use a Buck Rogers image in a
22 historical book of some sort and they somehow found
23 out I'm the trustee and they call and say can we use
24 this in our book, I direct them to Licensing Works to
25 handle the actual negotiations, and that's happened

1 on a few occasions.

2 Q. As trustee, Miss Geer, do you report these agreements
3 or any of the royalty reports you receive, do you
4 pass these along to any other people associated with
5 the Dille Family Trust?

6 A. I don't pass them along per se, but I do annual
7 reports and report to the beneficiaries from time to
8 time.

9 Q. I'm sorry, could you repeat your answer, please.

10 A. I do annual reports and I report to the beneficiaries
11 from time to time.

12 Q. Thank you. I have no further questions at this time.

13 ATTORNEY O'MALLEY: Could we take maybe a five
14 or ten-minute break?

15 RECESS AT 1:30 P.M.

16 RECONVENE AT 1:40 P.M.

17 FURTHER EXAMINATION

18 BY ATTORNEY OLEK:

19 Q. I'd like to put on the record that we're adding what
20 is a --

21 A. It's a specimen copy of the front and the back of the
22 DVD soundtrack done by Intrada. That was Exhibit 42.

23 Q. And we'll stipulate to adding that?

24 ATTORNEY O'MALLEY: That's fine, yes. Just
25 before we get started, I'm just making a formal

1 objection to the extent the pretrial disclosures
2 were inadequate and to the extent documents were
3 used as exhibits and weren't provided during
4 discovery.

5 CROSS-EXAMINATION

6 BY ATTORNEY O'MALLEY:

7 Q. Okay. Just a few quick questions for you. In
8 Exhibit 51, I noted that, I guess, Flint Dille signed
9 that exhibit?

10 A. Yes.

11 Q. Who was authorized to sign documents on behalf of the
12 trust?

13 ATTORNEY HERMAN: Could you show her a copy of
14 the exhibit you're referring to?

15 ATTORNEY O'MALLEY: Sure.

16 A. I'll look at it so I can remember which one we're
17 talking about. This was the original Colonial Radio
18 Theatre Exhibit No. 51. At the time that this was
19 signed, I believe Arthur Martin was unavailable, and
20 so the two beneficiaries signed the agreement.

21 Q. Okay.

22 A. And they were at various times authorized as business
23 agents for the trust. So, that's why both of them
24 signed that.

25 Q. Any documents that indicate that they were authorized

1 to sign on behalf of the trust on any other business?

2 A. I don't have them.

3 Q. What is the full name of Flint Dille?

4 A. Which Flint are you talking about?

5 Q. The one who signed the exhibit.

6 A. Here it is. His name is Robert Nichols Flint Dille.

7 Q. And who is Virginia Dille?

8 A. Virginia Dille was the mother of Flint Dille and

9 Lorraine Williams, and she was married to Robert C.

10 Crabtree, Jr., Dille.

11 Q. And Robert C. Dille, is he the son of John Dille?

12 A. Yes.

13 Q. And does Lorraine Williams go by the name Lorraine

14 Dille Williams or --

15 A. I've always known her as Lorraine Dille Williams. I

16 don't know when she ran TSR if she used just Dille or

17 not, but that's how she signed everything that I've

18 seen is Lorraine Dille Williams.

19 Q. Okay. Have any intellectual property assets of the

20 trust ever been sold?

21 A. By me, no.

22 Q. By the trust?

23 A. Not that I'm aware of. The trust has owned it all

24 along, never sold it, passed it along. It was

25 assigned, you know, some of those documents I showed

1 you, but once it got into the trust, it stayed in the
2 trust.

3 Q. Do you know when Robert C. Dille died?

4 A. No.

5 Q. Okay. Do you know when John Dille died?

6 A. No.

7 Q. Did John Dille personally own any of the trademarks
8 for Buck Rogers or Buck Rogers In The 25th Century?

9 A. He assigned them all. As far as I know, the
10 documents that have been provided to me was that
11 everything related to the name Buck Rogers, Buck
12 Rogers In The 25th Century has been assigned to the
13 trust.

14 Q. And did you enter today into evidence all of the
15 assignments relating to the Buck Rogers trademarks?

16 A. No, I don't think we did. We have them, the various
17 assignments.

18 ATTORNEY OLEK: We can enter those in as
19 evidence if you have them.

20 MS. GEER: Maybe he can finish his questions and see
21 how fast I can find them.

22 BY ATTORNEY O'MALLEY:

23 Q. I think during the deposition you mentioned that
24 Flint Dille and Lorraine Dille are in possession of
25 some documents?

1 A. Yes.

2 Q. Can you describe the nature of those documents by
3 category?

4 A. All right. Well, they have, I don't know, copies of
5 lots of things. You would really have to depose them
6 to say. All I know is that there are boxes and boxes
7 and boxes that Lorraine has in storage of various
8 agreements between different licensors, different
9 trademarks that they had over the years, different
10 agents that they had, just all of the stuff of the
11 trust from all of the sales as long as they've had
12 it. Any other matters that they've gone into, they
13 also have lots and lots of specimens of the products
14 that were done, ray guns, hats, cigarette cases, you
15 know, whatever. And I know Flint has a lot of the
16 stuff, as well, but I'd have to say the bulk of the
17 records are probably still in Illinois, because
18 that's where the trust worked for the last few years
19 before I took over, and Arthur Martin has big files
20 in his law firm.

21 Q. And then you mentioned you're also involved in Hermes
22 Press?

23 A. Yes.

24 Q. What's your title?

25 A. Secretary. I do the books, sort of.

1 Q. Okay. And is Hermes Press also located in this
2 building?

3 A. Yes, it is. They're on the other side over there.
4 The law firm is over here.

5 Q. Those are all the questions I have for now.

6 ATTORNEY HERMAN: Do you have any redirect?

7 ATTORNEY OLEK: Only if we want to find those
8 assignment agreements. Do we want to break for
9 that?

10 MS. GEER: If you want to break, because I keep all
11 of Dille upstairs. I can run upstairs and find a lot
12 of them.

13 ATTORNEY O'MALLEY: The ones I'm concerned about
14 are just pertaining to the trademark Buck
15 Rogers.

16 MS. GEER: Yes, where it was assigned into the trust.
17 That's what I'm talking about.

18 ATTORNEY HERMAN: If we could, we could agree to
19 provide that and incorporate it into this
20 deposition and, if necessary, which it probably
21 won't be, you could recross if you have any
22 questions with regards to that, because there's
23 no guarantee that she could find that stuff with
24 any degree of alacrity. It's up to you.

25 ATTORNEY O'MALLEY: Well, it's up to you.

1 You're the ones who want to put the documents
2 in.

3 ATTORNEY HERMAN: This is our deposition, I know
4 that.

5 ATTORNEY GEER: I'll be back.

6 (Off the record.)

7 MS. GEER: No. 59 is the assignment of marks and
8 registration from Robert C. Dille and Virginia Dille
9 as trustees to the Dille Family Trust.

10 Then, the next one would be 60 is Robert Dille
11 and Virginia Dille as trustees acquired them and then
12 gave them again to the new trustees of the Dille
13 Family Trust. It's repetitive, but that's what they
14 did. One is for certain trademark numbers and the
15 other is for other ones.

16 Then, the third one would be 61, the National
17 Newspaper Syndicate, which had used the following
18 trademarks, where they assigned them all to Robert C.
19 Dille.

20 And then 62 is the assignment of marks of Robert
21 C. Dille to the National Newspaper Syndicate. I did
22 it in reverse.

23 I'd also just put on the record that there is an
24 agreement with TSR, the company that Lorraine Dille
25 Williams ran for many years, but I think she'd be

1 more appropriate to testify to that, but that, again,
2 when TSR closed, assigned them all to the Dille
3 Family Trust.

4 FURTHER EXAMINATION

5 BY ATTORNEY OLEK:

6 Q. Miss Geer, just for the record, how is it that you
7 came to possess Exhibits 59 through 62?

8 A. I received those, again, in my capacity as
9 custodian of records from the prior trustee, Arthur
10 Martin, who was the custodian also of records.

11 Q. And upon receipt of them, you reviewed these
12 documents?

13 A. Yes, I did.

14 Q. And as entered as exhibits, they're a fair and
15 accurate representation?

16 A. Yes, they are.

17 Q. Okay. I have no further questions.

18 ATTORNEY O'MALLEY: I assume my continuing
19 objections are still continuing?

20 ATTORNEY HERMAN: Yes, we've agreed to that.

21 ATTORNEY O'MALLEY: I have no further questions.

22 ATTORNEY HERMAN: Any subsequent questions?

23 ATTORNEY OLEK: Not at this time.

24 ATTORNEY HERMAN: We'll waive signature.

25 * * *

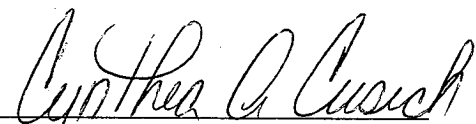
1 COMMONWEALTH OF PENNSYLVANIA:
2 LAWRENCE COUNTY :

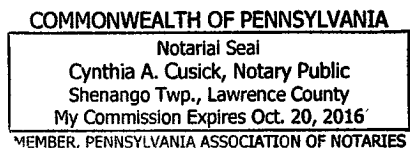
3 I, Cynthia A. Cusick, Court Reporter and Notary
4 Public in and for the Commonwealth of Pennsylvania, do
5 hereby certify that the witness was by me first duly sworn
6 to testify to the truth, the whole truth and nothing but
7 the truth; that the foregoing deposition was taken at the
8 time and place stated herein; and that the said deposition
9 was recorded stenographically by me and then reduced to
10 typewriting under my direction, and constitutes a true
11 record of the testimony given by said witness, all to the
12 best of my ability.

13 I further certify that the inspection, reading and
14 signing of said deposition were waived by counsel for the
15 respective parties and by the witness.

16 I further certify that I am not a relative or
17 employee of counsel, and that I am in no way interested,
18 directly or indirectly, in this action.

19 IN WITNESS WHEREOF, I have hereunto set my hand and
20 affixed my seal of office this 29th day of March, 2014.

21
22
23
24
25

Cynthia A. Cusick



E X H I B I T S (page 1 of 3)

Deposition Exhibit 1.....8/27/28 Agreement

Deposition Exhibit 2.....11/15/29 Memorandum of Agreement

Deposition Exhibit 3.....9/2/32 Memorandum of Agreement

Deposition Exhibit 4.....5/1/33 Memorandum of Agreement

Deposition Exhibit 5.....6/17/39 Agreement

Deposition Exhibit 6.....1/11/38 Agreement: Universal
Pictures Company, Inc., and John F. Dille Co.

Deposition Exhibit 7.....1941 - Nowlan v National
Newspaper Service, et al, Equity No. 1687

Deposition Exhibit 8.....4/14/42 Full and Complete
Release and Assignment and Stipulation

Deposition Exhibit 13.....5/12/77 Concepts, Inc./Universal
Television Agreement

Deposition Exhibit 14.....10/31/96 Agreement: Walt
Disney Pictures and DFT

Deposition Exhibit 19.....3/6/08 Agreement: Hermes Press

2008: Buck Rogers In The 25th Century Vol 1

2009: Buck Rogers In The 25th Century Vol 2

2010: Buck Rogers In The 25th Century Vol 3
Buck Rogers In The 25th Century Vol 4
Buck Rogers In The 25th Century Sundays
Vol 1

2011: Buck Rogers In The 25th Century Vol 5

2012: Buck Rogers In The 25th Century Vol 6
Buck Rogers In The 25th Century Vol 7
Buck Rogers In The 25th Century Sundays
Vol 2

2013: Buck Rogers Howard Chaykin comic #1,2,3,4
Buck Rogers: Western Publications Comics
Vol 1
Buck Rogers: Grey Morrow Comics
Buck Rogers In The 25th Century Vol 8
Buck Rogers Free Comic Book Day

2014: Buck Rogers Graphic Novel
Buck Rogers Free Comic Book Day

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Deposition Exhibit 31.....6/26/11 Canada Trademark
No. 0459770 renewal 9/27/11

Deposition Exhibit 33.....7/1/11 Trustee Louise A. Geer
Trust Documents
Appointment by Lorraine Dille Williams
Appointment by Flint Dille
Penna Enterprise Filing

Deposition Exhibit 34.....8/9/11 Agreement
Anovos Productions, LLC

Deposition Exhibit 36.....9/1/11 Agreement
Intrada, Inc.

Deposition Exhibit 37.....9/2/11 Agreement
Silk Pearce

Deposition Exhibit 39.....9/19/11 Agreement
Killer Tees

Deposition Exhibit 40.....11/15/11 Agreement
Diamond Select Toys & Collectibles LLC

Deposition Exhibit 42.....3/1/12 Agreement
Intrada, Inc.

Deposition Exhibit 43.....3/29/12 Agreement
Warner Specialty Products

Deposition Exhibit 50.....2013 Board Game Reproduction
By Licensing Works

Deposition Exhibit 51.....7/31/13 Agreement
Colonial Radio Theatre On The Air

Deposition Exhibit 53.....9/23/13 Agreement
G2 Game Design

Deposition Exhibit 57.....Previews Catalog

Deposition Exhibit 58.....Trademark Application 77831393
Trademark Application 77831213

Deposition Exhibit 59....Assignment of Marks & Registration
Robert & Virginia Dille to
Dille Family Trust

E X H I B I T S (page 3 of 3)

Deposition Exhibit 60....Assignment of Marks & Registration
Robert & Virginia Dille to
Dille Family Trust

Deposition Exhibit 61....Assignment of Marks & Registration
National Newspaper Syndicate to
Robert C. Dille

Deposition Exhibit 62....Assignment of Marks & Registration
Robert C. Dille to National
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Made at

Chicago, Illinois,

August 27th, 1926

Between National Newspaper Service, an Illinois Corporation, having its principal office at Chicago, Illinois, hereinafter called the Syndicate and Philip F. Nowlan, of Bala-Cynwyd, Philadelphia, Pennsylvania, hereinafter called the Producer.

The Producer, being the creator of certain material suitable for newspaper publication and hereinafter referred to as a Feature, entitled "Buck" Rogers, which name may be later changed and the nature of this feature being:

A story in strip form of conditions in America
some five hundred years hence.

And said Producer, desiring to have this feature syndicated to various newspapers throughout the United States and Canada, hereby agrees with the Syndicate for the consideration or considerations hereinafter specified that:

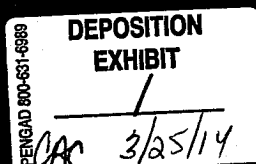
The Producer will keep the Syndicate supplied at all times for the duration of this agreement with material suitable in the judgment of the Syndicate for the feature above described and sufficient in quantity for six weeks daily publication in newspapers in advance of the time the material is scheduled by the Syndicate to be published in newspapers.

It is agreed that the Syndicate has the option of calling upon the Producer to furnish to the Syndicate material for a Sunday page, said material to be devoted to this same character and the material to be of the same general character as the daily material. The Producer agrees to furnish this said Sunday material within six weeks after receiving notice from the Syndicate and to thereafter keep it supplied with material in advance, sufficient for six Sunday pages. If the Syndicate exerts this option for a Sunday page it is to pay the Producer in the same way and upon the same terms as it agrees to do on the daily feature.

The Producer will not furnish material directly or indirectly competitive with the material herein described to any other firm or firms, corporation or corporations, person or persons doing business in the United States of America or Canada for newspaper publication than the Syndicate.

The Producer will not permit the use of his name as the author of any other syndicated newspaper material for the duration of this contract without the approval in writing of the Syndicate.

The Producer agrees to use his best efforts and talent in the production of this material and it is agreed by the parties hereto that the services to be rendered



the Producer are of a unique, original and extraordinary character, and in any case or in all cases of violation of this contract by the Producer the Syndicate shall be entitled to an injunction restraining the Producer from violating this contract and from performing any of the services during the life of this contract for any other firm or firms, corporation or corporations, person or persons, doing business in the United States or Canada, than the Syndicate.

In consideration of the foregoing the Syndicate agrees to pay to the Producer twenty-five percent of the gross sales proceeds, but the Producer is not to share in the first five weeks gross sales proceeds derived from the sale of the feature to each customer while the Producer's share nets him fifty dollars per week or more. It is mutually agreed that the Syndicate shall retain seventy-five dollars out of each week's proceeds for mechanical expense before computing the share of the gross proceeds due the Producer.

All payments due to Producer from the Syndicate are to be made by the Syndicate on the twentieth day of each calendar month in full for the Producer's share of gross sales proceeds billed to customers the previous month.

It is mutually agreed that should any account prove to be uncollectable it is to be regarded as a "no sale" and if a share of such uncollectable account shall be placed to the credit of the Producer or paid to the Producer prior to such account being shown to be uncollectable, then such sum shall be charged back against the Producer.

The Syndicate agrees to use its best efforts to secure the widest possible sale of this feature and agrees at its own cost and expense properly to prosecute the sales thereof.

In consideration of the fact that the Syndicate, in entering into this contract and promoting the sale of the Producer's material, it is thereby adding to the professional fame and reputation of the Producer and by its own efforts increasing the value of his services, the Syndicate shall receive twenty per cent of the gross revenues derived by the Producer on the subsequent sale or use in any way of the material published in this feature such as in book form or for motion picture rights or from dramatic rights or otherwise where such rights are disposed of by the Producer.

Payments due the Syndicate from the Producer for such further use of the material herein contracted for are to be made by the Producer to the Syndicate within five days from the time the Producer receives such money or moneys.

The Producer further agrees to furnish to the Syndicate an exact copy of each and every contract made by the Producer for any further use of the material herein contracted for. But the Syndicate has the option itself of disposing of such rights for the Producer, in which event the Syndicate is to receive thirty-three and one third

per cent of such revenue.

It is mutually agreed by and between the Syndicate and the Producer that this agreement is to be in full force and effect for a period of five years from date hereof and the Syndicate has the option of renewing this contract for an additional contract of five years upon the same terms and conditions, except that the Syndicate must pay to the Producer twenty-seven and one half per cent of the gross sales proceeds ^{five} instead of the twenty ~~per~~ cent herein provided.

The signatures of the Syndicate and the Producer hereto attached make this a mutually binding agreement:

NATIONAL NEWSPAPER SERVICE

President.

Philip Francis Nowlan

MEMORANDUM OF AGREEMENT
made at
Chicago, Illinois,
November 18th, 1929.

BETWEEN National Newspaper Service, an Illinois Corporation, having its principal office at Chicago, Illinois, hereinafter called the Syndicate and Philip F. Nowlan of Bala-Cynwyd, Philadelphia, Pennsylvania, hereinafter called the Producer.

The Producer being a professional writer and skilled in producing imaginary stories and plots with a scientific background, and the Syndicate being in the business of syndicating feature matter to newspapers, particularly throughout the United States, and desiring to have the material above described written by the Producer for publication in an illustrated Sunday newspaper page, hereby agrees with the Producer as follows:

The Producer will prepare and deliver to the Syndicate material similar in general idea and conception to the material he now writes for the Syndicate under the title of Buck Rogers, 2429 A.D. But the particular material herein contracted for is to be designed for a full Sunday page and is to be distinct and separate from the daily Buck Rogers, 2429 A.D. strip, which the Producer is now writing for the Syndicate under another contract, so that the plot and continuity of the Sunday page will not depend upon the plot and continuity of the daily Buck Rogers, 2429 A.D. strip.

It is mutually agreed that the Sunday page is to consist of the continuity, plot and wording and the outline of the necessary art work for approximately twelve panels, which, with a suitable heading will comprise this Sunday page.

The Producer will not furnish material directly or indirectly competitive with the material herein described to any other firm or firms, corporation or corporations, person or persons doing business in the United States of America for newspaper publication than the Syndicate.

The Producer will not permit the use of his name as the author of any other syndicated newspaper material for the duration of this contract

without the approval in writing of the Syndicate.

The Producer agrees to use his best efforts and talent in the production of this material and it is agreed by the parties hereto that the services to be rendered by the Producer are of an unique, original and extraordinary character; and in any case or in all cases of violation of this contract by the Producer the Syndicate shall be entitled to an injunction restraining the Producer from violating this contract and from performing any of the services during the life of this contract for any other firm or firms, corporation or corporations, person or persons, doing business in the United States, than the Syndicate.

In consideration of the foregoing the Syndicate agrees to pay to the Producer Twenty five per cent (25%) of the gross sales proceeds after the Syndicate first deducts Three Hundred dollars (\$300.00) each week for each week's mechanical costs.

The Producer is not to share in the first five weeks gross sales proceeds derived from the sale of the material to each customer and when sales are made to newspapers which have a Sunday circulation of less than twenty thousand as shown in the Editor and Publisher International Year Book which is current at the time of securing the order, the Producer is not to share in the first eight weeks gross sales proceeds. [And the Syndicate agrees that on all sales of this material to papers of less than twenty thousand (20,000) circulation the commission paid to the Syndicate salesman shall be increased by three weeks gross sales proceeds.]

Eliminated from original 1934

All payments due to Producer from the Syndicate are to be made by the Syndicate on the twentieth day of each calendar month in full for the Producer's share of gross sales proceeds billed to customers the previous month.

It is mutually agreed that should any account prove to be uncollectable it is to be regarded as a "no sale" and if a share of such uncollectable account shall be placed to the credit of the Producer or paid to the Producer prior to such account being shown to be uncollectable, then such sum shall be charged back against the Producer.

[The Syndicate agrees to use its best efforts to secure the widest possible sale of this feature and agrees at its own expense properly.

Eliminated from 1934

to prosecute the sales thereof.

In consideration of the fact that the Syndicate, in entering into this contract and promoting the sale of the Producer's material, it is thereby adding to the professional fame and reputation of the Producer and by its own efforts increasing the value of his services, the Syndicate shall receive twenty per cent of the gross revenues derived by the Producer on the subsequent sale or use in any way of the material published in this feature such as in book form or for motion picture rights or from dramatic rights or otherwise where such rights are disposed of by the Producer.

Payments due the Syndicate from the Producer for such further use of the material herein contracted for are to be made by the Producer to the Syndicate within five days from the time the Producer receives such money or moneys.

The Producer further agrees to furnish to the Syndicate an exact copy of each and every contract made by the Producer for any further use of the material herein contracted for. But the Syndicate has the option itself of disposing of such rights for the Producer, in which event the Syndicate is to receive thirty-three and one third per cent of such revenue.]

It is mutually agreed by and between the Syndicate and the Producer that this agreement is to be in full force and effect for a period of five years from date hereof and the Syndicate has the option of renewing this contract for an additional period of five years upon the same terms and conditions, [except that the Syndicate must pay to the Producer twenty-seven and one half per cent of the gross sales proceeds instead of the twenty-five per cent herein provided.]

The signatures of the Syndicate and the Producer hereto attached make this a mutually binding agreement.

NATIONAL NEWSPAPER SERVICE

John F. Hill

President.

Philip Francis Houlton

MEMORANDUM OF AGREEMENT
Made and entered into
September 2, 1932....

By and Between National Newspaper Service, an Illinois corporation having its principal offices in Chicago, Illinois, hereinafter called the Syndicate and Philip Nowlan of Philadelphia, Pennsylvania, and Dale-Cynwyd, Pennsylvania, hereinafter called the Author.

Whereas there exists between the parties hereto a contract covering a newspaper feature - a daily strip and Sunday color page entitled BUCK ROGERS 2432 A.D. (or 25th Century) and the Syndicate has secured an opportunity to make a contract for the rights to broadcast the material used in the said feature over various radio stations, the parties hereto mutually agree as follows:

The Syndicate agrees at its own expense to sell the radio broadcasting rights to the above named feature - BUCK ROGERS 2432 A.D. - at a minimum price of Two hundred and fifty dollars (\$250.00) per week for a minimum period of thirteen weeks and for as much longer as it is able to do without jeopardizing the sale of the daily strip and Sunday color page to new papers.

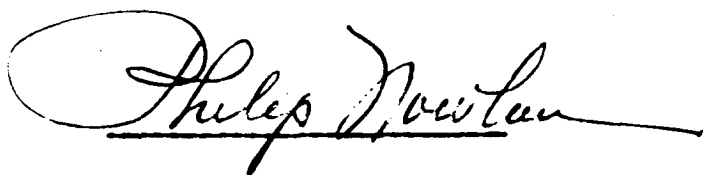
From the money received the Syndicate is first to deduct and retain the sum of Five hundred dollars (\$500.00). Of the remaining sum Thirty percent (30%) is to be paid to the Author on the twentieth day of each month in full for his share of such proceeds received by the Syndicate the previous month. If and when the Syndicate is able to secure a higher price than Two hundred and fifty dollars (\$250.00) a week for the above described radio rights, the Syndicate is then to pay to the Author Fifty percent (50%) of the money so received in excess of Two hundred and fifty dollars (\$250.00) per week.

By mutual agreement and for other considerations the receipt of which are hereby mutually acknowledged, this agreement replaces any and all other agreements which exist or may have existed between the parties hereto covering the radio broadcasting rights to the BUCK ROGERS strip and Sunday color page herein referred to.

This agreement is to be in full force and effect for the same period of time as the unexpired contract or contracts now existing between the parties hereto covering the syndication of the BUCK ROGERS daily newspaper strip and Sunday color page, which contract or contracts are hereby in all other respects mutually re-affirmed.

NATIONAL NEWSPAPER SERVICE


President.



DEC 31 1932

MEMORANDUM OF AGREEMENT

Made at
Chicago, Illinois

May 1st, 1933

BETWEEN National Newspaper Service, an Illinois Corporation, having its principal office at Chicago, Illinois, hereinafter called the Syndicate, and Philip F. Nowlan, of Bala-Cynwyd, Pennsylvania, hereinafter called the Author.

The Author, being skilled in the writing of certain material suitable for newspaper publication, and hereinafter referred to as a feature and entitled "Buck Rogers 2433, A.D." (or in the Twenty-Fifth Century), and the Syndicate desiring this material for syndication to various newspapers throughout the United States and Canada, the Author hereby agrees with the Syndicate for the consideration or considerations hereinafter specified that:

The Author will keep the Syndicate supplied at all times for the duration of this agreement with material suitable in the judgment of the Syndicate for the feature above described and sufficient in quantity for six weeks' daily publication in newspapers in advance of the time the material is scheduled by the Syndicate to be published in newspapers.

The Author will not furnish material directly or indirectly competitive with the material herein described to any firm or firms, corporation or corporations, person or persons doing business in the United States of America or Canada for newspaper publication, other than the Syndicate.

The Author will not permit the use of his name as the author of any other syndicated newspaper material for the duration of this contract without the approval in writing of the Syndicate.

The Author agrees to use his best efforts and talent in the production of this material, and it is agreed by the parties hereto that the services to be rendered by the Author are of a unique, original and extraordinary character; and in any case or in all cases of a violation of this contract by the Author, the Syndicate shall be entitled to an injunction restraining

DEPOSITION
EXHIBIT

4
3/25/14

DEPCAD 800-631-6898

the Author from violating this contract and from performing any of the services during the life of this contract for any other firm or firms, corporation or corporations, person or persons doing business in the United States of America or Canada, than the Syndicate.

In consideration of the foregoing, the Syndicate agrees to pay to the Author Twenty Seven and One Half Per cent. ($27\frac{1}{2}\%$) of the gross sales proceeds, but the Author is not to share in the first five weeks' gross sales proceeds derived from the sale of the feature to each customer while the Author's share nets him Fifty Dollars (\$50.00) per week or more. It is mutually agreed that the Syndicate shall retain Seventy Five (\$75.00) out of each week's proceeds for mechanical expenses before computing the share of the gross proceeds due the Author.

All payments due the Author from the Syndicate are to be made by the Syndicate on the twentieth day of each calendar month in full for the Author's share of the gross sales proceeds billed to customers the previous month.

It is mutually agreed that should any account prove to be uncollectable, it is to be regarded as "no sale" and if a share of such uncollectable accounts shall have been placed to the credit of the Author or paid to the Author prior to such account being shown to be uncollectable, then such sum shall be charged back against the Author.

The Syndicate agrees to use its best efforts to secure the widest possible sale of this feature and agrees at its own cost and expense properly to prosecute the sales thereof.

It is mutually agreed by and between the Syndicate and the Author that this agreement is to be in full force and effect for a period of five years from January 2nd, 1934 and the Syndicate has the option of renewing this contract for an additional period of five years upon the same terms and conditions.

The contracts now existing between the parties hereto covering the syndication to newspapers of a Buck Rogers Sunday color page and covering the broadcasting of a Buck Rogers Radio program are hereby mutually reaffirmed.

The signatures of the Syndicate and the Author hereto attached make this a mutually binding agreement.

NATIONAL NEWSPAPER SERVICE

John R. Dill
President.

Philip Francis Nowlan
Author.

NATIONAL NEWSPAPER SERVICE

Parke West VICE
PRESIDENT

EUROPEAN OFFICE
CHARLES LAWELL
LONDON ENGLAND

John F. Dille, President J.L. Dittus SECRETARY
326 W. Madison Street
Chicago

CABLE
ADDRESS
JOHNWILLE

May 1st, 1933.

Dear Mr. Nowlan:

Confirming our various conversations and for
ample considerations received, which is hereby mutually
acknowledged we, NATIONAL NEWSPAPER SERVICE of Chicago,
and Philip F. Nowlan of Bala-Cynwyd, Pennsylvania mutually
agree that the contract dated August 28th, 1928 and now existing
between us is hereby renewed for a period of approximately
four months from August 28th, 1933 to and including December
31st, 1933.

OK J.F.A.
OK P.F.N.

Our mutual signatures hereto will make
this a binding agreement.

NATIONAL NEWSPAPER SERVICE

John F. Dille
President.

Philip Francis Nowlan

Author.

Robert H.

A G R E E M E N T

? This contract and agreement made between PHILIP HOWLAN, hereinafter referred to as HOWLAN, and RICHARD CALKINS, hereinafter referred to as CALKINS, and NATIONAL NEWSPAPERS SERVICE, hereinafter referred to as NATIONAL, this 17 day of June 1937.

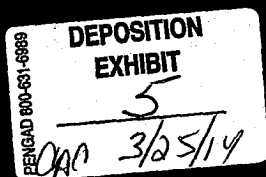
WHEREAS, National may sign one or more contracts granting motion picture production rights in BUCK ROGERS MATERIAL, and whereas the party or parties with whom National may contract, may require a waiver or release by Howlan and/or Calkins, preceeding the executing of a contract with National, it is agreed as follows:

FIRST

In consideration of One (\$1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, and in further consideration of the promises herein made by National, Howlan and Calkins hereby waive and release any objection or right of any kind they might have now or hereafter in respect to the production of motion pictures of BUCK ROGERS material by any party or parties with whom National may contract, or have the opportunity of contracting, respecting said motion picture rights in favor of said party or parties. Howlan and Calkins also waive and release any right they might have to obtain compensation therefor from said party or parties. This provision is to safeguard said party or parties in the production of said motion pictures against any objection by Howlan and/or Calkins. This contract is understood to be such a waiver and release in behalf of said party or parties, and Howlan and Calkins agree that in the event any further written waiver or

[Signature]

RWC



release is required of them or either of them by said party or parties, touching the production of Buck Rogers in motion pictures as herein agreed, Nowlan and Calkins will, within two days from demand by National, execute all such waivers and releases as are required. Nowlan and Calkins agree that in the event that any contract is entered into between National and any other party regarding said motion picture rights, Nowlan and Calkins will not make any objection of any kind whatsoever to the production of moving pictures under said contract made by National with said other parties, and will take no steps of any kind, legal or otherwise, to prevent the making of moving pictures from all said BUCK ROGERS material under said contracts, or to obtain any compensation from said party or parties.

Included in the term "motion picture rights", as used herein, are television rights, and also included is the right to make, distribute and exhibit motion pictures of any kind now or hereafter known, including (without limiting the generality of the above) silent, sound, talking and/or musical motion pictures, television from motion pictures and direct from living actors, under the title the party or parties may select, and the right to give publicity to such motion pictures by screen and radio trailers and by radio announcements and dramatizations thereof, and to write and publish stories and descriptions of such motion pictures for their advertising and publicity.

By BUCK ROGERS' MATERIAL is meant and included all the material, stories and adventures of BUCK ROGERS and the characters appearing with him, which have been or will hereafter be submitted to National, or used by National or published

L.A.

RWE

by the newspapers or published otherwise. Such "motion picture rights and television rights", as the term is herein used, shall also include the right to change, adapt, translate, add to and take from such BUCK ROGERS' MATERIAL and to add new characters, incidents, scenes and adventures, and if desired by the producer to create, wholly or partly, new and original stories concerning the character, BUCK ROGERS: it being expressly understood that this provision shall apply only to the production of BUCK ROGERS in motion pictures as herein provided.

SECOND.

In consideration of the foregoing waiver and release and promises by Newlan and Calkins, National agrees that it will pay to Newlan and Calkins, that is, to each of them, their heirs, executors, or administrators, twenty-five percent (25%) of the gross total sum that may be received by it from any and all contracts entered into between National and parties regarding said motion picture rights, said payments to constitute full payment to Newlan and Calkins respecting said motion pictures, and said payments to be made to Newlan and Calkins proportionately, as received by National within ten (10) days after receipt of any payment by National; it being understood that any contract entered by National will provide for a minimum gross total sum for each picture of Five Thousand Dollars (\$5,000.00) so as to assure a minimum payment of Twelve Hundred and Fifty Dollars (\$1,250.00) to Newlan and Calkins each for each picture produced, except that if the motion picture rights so sold are for "shorts" or serial release, the minimum gross total sum for such motion picture shall be at least One Thousand

L.A.

RWC

7/7/71

Dollars (\$1,000.00) so as to assure Nowlan and Calkins each a minimum payment of Two hundred and Fifty Dollars (\$250.00) for each picture produced.

THIRD.

It is understood that this contract will continue for seven years, and this contract is to cover all contracts for the production of BUCK ROGERS in motion pictures, as herein agreed, which National has the opportunity to execute within seven years from the date hereof, and all waivers and releases presented to Nowlan and Calkins within said seven years.

FOURTH.

It is understood and agreed that John F. Dille Co. is a party to this contract in all respects and in the same manner as it applies to National and agrees to be bound hereby.

FIFTH.

This contract shall be binding upon the executors and representatives of Nowlan and Calkins, and upon National's successors.

IN WITNESS WHEREOF, said Nowlan and Calkins have herunto set their hands and seals, and said National has caused its corporate seal to be herunto affixed by its President attested by its Secretary, the day and year first above written.

WITNESSES

summit, N.Y. 10/10/35 to Nowlan & Calkins
M. C. Brady as to Calkins

Philip Francis - Nowlan (SEAL)
Richard Calkins (SEAL)

NATIONAL NEWSPAPER SERVICE

By: *John F. Dille* President

Attest *M. C. Brady* Secretary

J Sh - 9m file
B.R. - T.V.

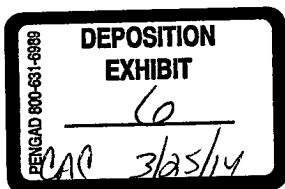
UNIVERSAL PICTURES COMPANY, INC.

-and-

JOHN F. DILLE CO.

A G R E E M E N T

UNIVERSAL PICTURES COMPANY, INC.
ROCKEFELLER CENTER-NEW YORK



AGREEMENT made and entered
into this 11th day of January, 1936
by and between UNIVERSAL PICTURES
COMPANY, INC., a Delaware corporation,
hereinafter referred to as "Universal",
party of the first part, and JOHN F.
DILLE CO., an Illinois corporation,
hereinafter referred to as "Dille",
party of the second part,

W I T N E S S E T H :

WHEREAS, Dille represents that it is the sole owner
of the copyright and of all rights hereinafter stated to be
granted to Universal in and to a certain newspaper feature
consisting of a series of comic pages entitled "BUCK ROGERS"
and controls the trademarks and titles; and

WHEREAS, Universal desires to acquire certain rights
hereinafter set forth in and to the said comic pages and
Dille is willing to grant said rights, all upon the terms
and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and
of One Dollar (\$1.00) in hand paid by each of the parties to
the other, the receipt whereof is hereby acknowledged, and
of the mutual covenants, promises and agreements hereinafter
set forth, the parties hereto have agreed and do hereby agree
as follows:

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

THERESA MARIA NOWLAN, as
Executrix of the Will of
PHILIP FRANCIS NOWLAN,
deceased,

Plaintiff

-vs-

NATIONAL NEWSPAPER SERVICE,
a corporation, JOHN F.
DILLE CO., a corporation,
JOHN F. DILLE, RICHARD
CALKINS, BUCK ROGERS COM-
PANY, a corporation,

IN EQUITY

NO. 1687

Defendants

COMPLAINT

Said characters. ~~There is no dispute as to the facts of this case.~~
The plaintiff is a citizen of Pennsylvania
and is the duly appointed, authorized and acting Executrix
of the Last Will and Testament of PHILIP FRANCIS NOWLAN who
died on the first day of February, 1940, a resident of
Bala Cynwyd, Montgomery County, Pennsylvania, as will more
fully appear from her Letters Testamentary issued by the
Register of Wills of Montgomery County, Pennsylvania, which
she is ready to produce. Each of the defendants National
Newspaper Service, John F. Dille Co., and Buck Rogers Com-
pany is a corporation organized and existing under the laws
of the State of Illinois, and has its principal place of
business in and is a citizen of the State of Illinois. The
defendants John F. Dille and Richard Calkins are residents
and citizens of the State of Illinois. The matter in contro-



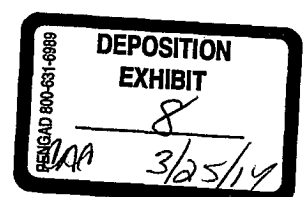
7

FULL AND COMPLETE RELEASE AND ASSIGNMENT

Full and complete release and assignment from Theresa Maria Nowlan, party of the first part, to National Newspaper Service, a corporation, John F. Dille Co., a corporation, John F. Dille, Richard Calkins, Buck Rogers Company, a corporation, parties of the second part.

WHEREAS, Theresa Maria Nowlan, as Executrix of the Will of Philip Francis Nowlan, has filed a suit in the United States District Court for the Northern District of Illinois, Eastern Division, in Equity No. 1687, against the parties of the second part, and

WHEREAS, the party of the first part desires to make a full and complete release and settlement of all claims involved in said suit or in any way relating to the subject matter of said suit, including all claims relating in any way to contracts made between Philip Francis Nowlan and the parties of the second part, and all claims based on any relationship of any kind between said Nowlan and the parties of the second part, or either of them, including not only claims existing at the present time, but any claims which may arise in the future based on said subject matter or contracts or relationship;



NOW, THEREFORE, I, Theresa Maria Nowlan, in consideration of the sum of One Thousand Seventeen Hundred Fifty Dollars (\$1,750.00) to me in hand paid by the parties of the second part, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, hereby release and forever discharge the parties of the second part, and each of them, their heirs, executors, administrators, representatives, successors, and assigns, etc., from all claims, actions, causes of action, agreements, promises and demands whatsoever in law or in equity, including all such relating in any way to the subject matter of the complaint in the case of Nowlan v. National et al., in the suit in the United States District Court for the Northern District of Illinois, Eastern Division, in Equity No. 1687, whether based on contracts between Philip Francis Nowlan and the parties of the second part, or either of them, which Philip Francis Nowlan or I have had, now have, or may have in the future, or which my heirs, executors, or administrators hereafter can, shall or may have, for or by reason of any matter, cause or thing whatsoever, including all claims, etc., to all receipts from newspaper strips, merchandise, radio, movies, and all other subject matter, and including all claims, etc., to all receipts which may arise under any contracts heretofore or hereafter entered into by the parties of the second part or any of them relating to newspaper strips, merchandise, radio and movies, and all other subject matter. All contracts of every kind or nature which

exist or may exist and all right thereunder are hereby terminated and forever released.

The party of the first part hereby assigns, releases, waives and conveys all claims, rights and interests of any kind whatsoever in and to all copyrights to John F. Dille Co., and in and to all trade-marks, good will, titles including specifically "Buck Rogers" and "Buck Rogers In The 25th Century" and all characters, patents and inventions and all other subject matter relating in any way to the Buck Rogers features to John F. Dille.

This instrument is intended by all parties to be a complete and full settlement between the parties and each of them.

The payment above mentioned is not to be construed as an admission on the part of the parties of the second part of any liability whatsoever.

The aforementioned suit, Equity No. 1687, may be dismissed without costs to any of the parties on the merits and with prejudice.

Signed and sealed at the City of Philadelphia,
County of Philadelphia, State of Pennsylvania.

S.M.P.) this 14th day of April, 1942.
May

John F. Dille Co. (SEAL).

A F F I D A V I T

STATE OF PENNSYLVANIA)
COUNTY OF Philadelphia) SS

S.M.P.) On this 14th day of May, 1942, before
me a Notary Public in and for the County and State
aforesaid, came the above named Theresa Maria Nowlan
in person, and acknowledged that she signed and
delivered said instrument of writing and caused her
seal to be affixed thereto as her voluntary and free
act for the uses and purposes therein set forth.

S.M.P.) 14th day of May, 1942.
Lena M. Pearce
Notary Public

(S E A L)

NOTARY PUBLIC
My Commission Expires April 1, 1943

My commission expires _____

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

THESSA MARIA NOWLAN, as Executrix
of the Will of PHILIP FRANCES
NOWLAN, Dec'd.

Plaintiff,

-v-

In Equity

No. 1687

NATIONAL NEWSPAPER SERVICE, a
corporation, JOHN F. BILLE CO.,
a corporation, JOHN F. BILLE,
RICHARD CALKINS, BUCK ROGERS
COMPANY, a corporation,

Defendants.

STIPULATION

It is agreed by and between the attorneys
for the respective parties that the above entitled
case may be dismissed on the merits and with prejudice
and without cost to any party.

Campbell Clarke & Fisher Joshua M. Horne
Raymond H. Brunner Eugene Vincent Clark
Attorneys for Plaintiff

Basel H. Brunner
Attorneys for Defendants

As of May 12, 1977, amended March 9, 1978
and April 28, 1978

Leisure Concepts, Inc.
116 Central Park South
New York, New York 10019

Re: "BUCK ROGERS"

Gentlemen:

The following represents our agreement:

1. You grant us the option to acquire from you exclusive world-wide live motion picture and television rights in and to the copy-righted character "BUCK ROGERS" and the related characters, formats, designs, stories and other materials previously exploited in published works. In consideration of said option, we have agreed to pay you the sum of \$5,000, which is non-recoupable from any other payments hereunder.

2. Said option may be exercised on or before December 15, 1977. We shall have the right to extend said option for consecutive 6-month periods by making the following payments before the expiration of the option period:

\$5,000 by December 15, 1977 to extend to June 15, 1978;

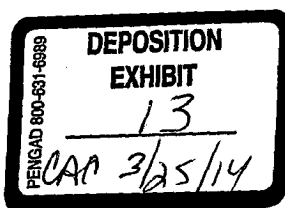
\$10,000 by June 15, 1978 to extend to December 15, 1978;

\$5,000 by December 15, 1978 to extend to June 15, 1979.

Any such payments are non-recoupable from any other payments hereunder.

3. If we produce a pilot, we shall pay the following applicable fee:

Up to 60 minutes	\$15,000
61 to 90 "	20,000
91 to 120 "	25,000



right to produce and exhibit trailers in all media promoting the photoplays produced hereunder, definition of net profits, etc.

Although it is contemplated that a more formal contract shall be prepared and executed by both of us, it is agreed that this letter shall constitute a valid and binding agreement unless and until superseded by the execution of such formal contract.

If the foregoing is in accordance with our agreement, please sign in the place provided below.

Very truly yours,

UNIVERSAL TELEVISION, a division
of Universal City Studios, Inc.

By

Arnold M. Shane

AGREED:

LEISURE CONCEPTS, INC.

By

Stanley C. Weston
Pres.

DATE: As of October 31, 1996
SUBJECT: "BUCK ROGERS"
THE DILLE FAMILY TRUST/
OPTION/ACQUISITION OF RIGHTS

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") as of October 31, 1996 sets forth the terms of the agreement between WALT DISNEY PICTURES ("WDPC") and THE DILLE FAMILY TRUST ("Owner") for WDPC's option to acquire all right, title and interest, as and to the extent and for the period set forth herein, subject to the reversion provision set forth in Paragraph 7, below, and subject to the reserved rights set forth in Paragraph 6, below, in and to the comic book character "BUCK ROGERS" owned by Owner and any and all publications and radio programs based thereon (collectively referred to as the "Property") in connection with a proposed motion picture based thereon tentatively entitled "BUCK ROGERS" (the "Picture").

1. CONDITIONS PRECEDENT

WDPC shall have no obligation to Owner hereunder unless and until:

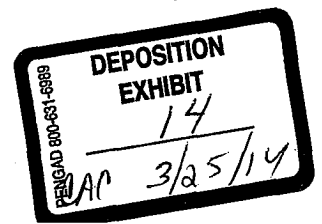
(a) WDPC approves, in its sole discretion, the chain of title of the rights granted to WDPC herein, approves all agreements with respect thereto, and receives all assignments and releases (including publisher's releases) that it reasonably requires in connection therewith;

(b) WDPC receives an executed agreement dated October 31, 1996, between WDPC and Alpine Films, Inc. for the producing services of Peter Abrams and Robert Levy in connection with the Picture, in form and substance acceptable to WDPC; and

(c) WDPC receives an executed copy of this Agreement, in form and substance acceptable to WDPC.

2. OPTION

2.1. Option; Rights Granted. Owner hereby grants to WDPC the exclusive and irrevocable option ("Option") to acquire all right, title and interest, as and to the extent and for the period set forth herein, subject to the reversion provision set forth in Paragraph 7, below, and subject to the reserved rights set forth in Paragraph 6, below, including, without limitation, the exclusive motion picture, television, digital television, video and computer games, videocassette, video and laser disc, computer assisted media (including but not limited to CD-ROM,





Canadian Intellectual
Property Office
An Agency of
Industry Canada

Office de la propriété
intellectuelle du Canada
Un organisme
d'Industrie Canada

Canada

Canadian Intellectual Property Office

Canadian Trade-marks Database

CANADIAN TRADE-MARK DATA

⇒ [Search Page](#)

*** Note Data on trade-marks is shown in the official language in which it was submitted.

The database was last updated on: 2012-01-10

APPLICATION NUMBER:

0459770

REGISTRATION NUMBER:

TMA260231

STATUS:

REGISTERED

FILED:

1980-10-10

REGISTERED:

1981-06-26

REGISTRANT:

VIRGINIA N. DILLE,
Box 235,
Route 1,
Carmel, California 93923,
UNITED STATES OF AMERICA

CURRENT OWNER:

THE DILLE FAMILY TRUST,
P.O. Box 533,
Lake Forest, Illinois 60045,
UNITED STATES OF AMERICA

REPRESENTATIVE FOR SERVICE:

BORDEN LADNER GERVAIS LLP
WORLD EXCHANGE PLAZA
100 QUEEN STREET, SUITE 1100
OTTAWA
ONTARIO K1P 1J9

TRADE-MARK:

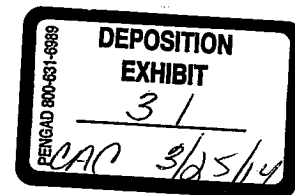
BUCK ROGERS

INDEX HEADINGS:

BUCK ROGERS

WARES:

- (1) Toy figures and vehicles, namely aircraft, rockets and wheeled ground vehicles.
- (2) Boots and shoes.
- (3) Toy playsets, namely sets of figures, aircraft, rockets, ground vehicles and environmental



settings.

(4) Newspaper comic strip.

(5) Model kits.

CLAIMS:

Used in CANADA since at least as early as October 03, 1979 on wares

(1).

Used in CANADA since at least as early as June 01, 1979 on wares (2).

Used in CANADA since at least as early as June 25, 1980 on wares (3).

Used in CANADA since at least as early as September 09, 1979 on wares

(4).

Used in CANADA since at least as early as October 15, 1979 on wares

(5).

ASSOCIATED MARKS:

TMA262,493 TMA406,430 UCA04652

Action Information

<u>ACTION</u>	<u>DATE</u>	<u>BF</u>	<u>COMMENTS</u>
Filed	1980-10-10		
Registered	1981-06-26		
Renewed	1996-06-26		
Agent Name Change	2000-03-07		
Rep for Service Name Change	2000-03-07		
Renewed	2011-06-26		DP:2011/09/27 RD:2011/09/21 RR:(4) BORDEN LADNER GERVAIS LLP
Renewal Notice Sent	2011-07-13		

FOOTNOTES:

CHANGE IN TITLE/CHANGEMENT EN TITRE:

TYPE OF CHANGE/GENRE DE CHANGEMENT: Assignment/Cession

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 08 mars/Mar 1984

DATE OF CHANGE/DATE DE CHANGEMENT: 22 déc/Dec 1983

COMMENTS/COMMENTAIRES: VIRGINIA N. DILLE

SEE EVIDENCE ON FILE/VOIR PREUVE SUR LE DOSSIER 164185

CHANGE IN TITLE/CHANGEMENT EN TITRE:

TYPE OF CHANGE/GENRE DE CHANGEMENT: Assignment/Cession

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 29 nov/Nov 1991

DATE OF CHANGE/DATE DE CHANGEMENT: 26 mai/May 1991

COMMENTS/COMMENTAIRES: CHANGED/MODIFIER:

FROM/DE: VIRGINIA N. DILLE

TO/A: THE DILLE FAMILY TRUST

SEE EVIDENCE ON FILE/VOIR PREUVE AU DOSSIER 164185

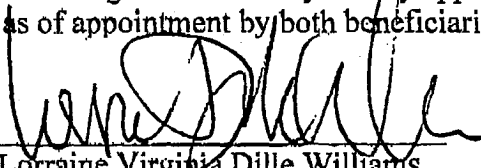
[Back to search](#)

[Back](#)

Last updated: 2012-01-09

DILLE FAMILY TRUST: APPOINTMENT OF SUCCESSOR TRUSTEE

Under the trust instrument dated August 16, 1979 as amended January 5, 1982 executed by Robert C. Dille and Virginia N. Dille, Settlers, pursuant to paragraph 2C of Article II as set forth in the amendment to the Trust Agreement and now in effect; and Settlers having died in 1983 and 2010 respectively, and the designated successor Trustees: Arthur Martin, Dennis W Fox, and American Guaranty & Trust Company [now RBC Trust Company Limited] having resigned and declined to act; and beneficiaries thereby being empowered to appoint successor trustee; and the beneficiaries being: Lorraine Virginia Dille Williams and Robert Nichols Flint Dille pursuant to paragraph 6.L of trust instrument, the undersigned beneficiary hereby appoints Louise A. Geer successor trustee to be effective as of appointment by both beneficiaries.

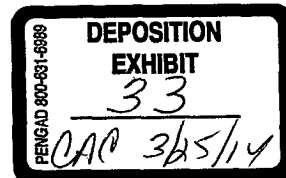

Lorraine Virginia Dille Williams

Dated:

6/6/11

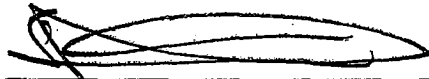
Witness:





DILLE FAMILY TRUST: APPOINTMENT OF SUCCESSOR TRUSTEE

Under the trust instrument dated August 16, 1979 as amended January 5, 1982 executed by Robert C. Dille and Virginia N. Dille, Settlers, pursuant to paragraph 2C of Article II as set forth in the amendment to the Trust Agreement and now in effect; and Settlers having died in 1983 and 2010 respectively, and the designated successor Trustees: Arthur Martin, Dennis W Fox, and American Guaranty & Trust Company [now RBC Trust Company Limited] having resigned and declined to act ; and beneficiaries thereby being empowered to appoint successor trustee; and the beneficiaries being: Lorraine Virginia Dille Williams and Robert Nichols Flint Dille pursuant to paragraph 6.L of trust instrument, the undersigned beneficiary hereby appoints Louise A. Geer successor trustee to be effective as of appointment by both beneficiaries.



Robert Nichols Flint Dille

Dated: June 6, 2011

Witness:

JD Dille

Teresa Dille

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Certificate of Authority
(15 Pa.C.S.)

☒ Foreign Business Corporation (§ 4124)
☐ Foreign Nonprofit Corporation (§ 6124)

Name Louise A. Geer, Trustee		
Address 2100 Wilmington Road		
City New Castle	State PA	Zip Code 16105

Document will be returned to the
name and address you enter to
the left.
←

Commonwealth of Pennsylvania
CERTIFICATE OF AUTHORITY 4 Page(s)



T1203141043

In compliance with the requirements of the applicable prov
associations), the undersigned, hereby states that:

1. The name of the corporation ~~is~~ trust is:
Dille Family Trust

2. Complete only when the corporation must adopt a corporate designator for use in Pennsylvania.
The name which the corporation adopts for use in this Commonwealth is:

3. If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following:
The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the
board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and
the attached form DSCB-54-311 (Application for Registration of Fictitious Name).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is: California
trust

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

10966 Strathmore Drive#4 Los Angeles, CA 90024			
Number and street	City	State	Zip

PA DEPT. OF STATE
DEC 23 2011

PA DEPT. OF STATE
JAN 9 2012

Dept. of State
JAN 26 2012

6. The (a) address of this ~~corporation~~^{trust} proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street City State Zip County
 2100 Wilmington Road New Castle PA 16105 Lawrence

(b) Name of Commercial Registered Office Provider County
 c/o:

7. Check one of the following:

☒ ~~Business Corporation~~^{Trust}: The ~~corporation~~^{trust} is a ~~corporation~~^{trust} incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

☐ ~~Nonprofit Corporation~~: The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned ~~trust~~^{trust} ~~corporation~~^{trust} has caused this Application for Certificate of Authority to be signed by a duly authorized officer thereof this
 20th day of December

2011

Dille Family Trust

Name of ~~Corporation~~^{Trust} Trust

Valerie A. Dille
 Signature

Trustee

Title

**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
Signature Form For
PA Open For Business Electronic Filing**

Document must be dated, signed and mailed to the address listed below if a manual payment was selected. If an electronic payment was selected, you may fax this form to 717-705-0927. Please refer to the instructions below for filling out this form.

Department of State
Corporation Bureau
P.O. Box 8722
Harrisburg, PA 17105-8722
Inquiries: (717) 787-1057

1. The enterprise structure is:

Business Trust

2. The enterprise legal name is:

Dille Family Trust

3. The enterprise's fictitious name is (if applicable):

IN TESTIMONY WHEREOF, the undersigned have caused this application to be executed this

20th day of December, 2011.


Signature

Signature

Signature

Signature

INSTRUCTIONS:

- Fill in the form on the items: Enterprise structure, Enterprise legal name, and fictitious name (if applicable) – do so by clicking in each box and typing in the information.
- You can retrieve the Enterprise Legal Name in your confirmation email you received from paob@state.pa.us.
- If you are just filing a fictitious name, simply fill out the structure and the fictitious name sections.
- Print this form and have each owner sign on the signature lines and fill in the date.
- See above information where to mail or fax in this form.

ASSIGNMENT OF MARKS AND REGISTRATIONS

STATE OF ILLINOIS }
COUNTY OF C O O K } SS

Whereas ROBERT C. DILLE, of 20 North Wacker Drive, Chicago, Illinois, has adopted, used and is using the following trademarks, each of which is registered in the United States Patent Office:

No. 316,603, dated August 28, 1934
No. 320,042, dated December 18, 1934
No. 320,616, dated January 1, 1935
No. 320,655, dated January 1, 1935
No. 321,310, dated January 29, 1935
No. 324,256, dated May 14, 1935
No. 646,767, dated June 11, 1957
No. 672,518, dated January 13, 1959
No. 714,184, dated April 18, 1961

and

Whereas NATIONAL NEWSPAPER SYNDICATE, INC., of 20 North Wacker Drive, Chicago, Illinois, is desirous of acquiring said marks and the registrations thereof;

Now therefore, for good and valuable considerations, receipt of which is hereby acknowledged, said ROBERT C. DILLE does hereby assign unto the said NATIONAL NEWSPAPER SYNDICATE, INC. all rights, title and interest in and to the said marks, together with the good will of the business symbolized by the marks, and the registrations thereof;

PEEL 098 FILE 121
TRADE-MARK

No. 316,603

No. 320,042

No. 320,616

No. 320,655

No. 321,310

No. 324,256

No. 646,767

No. 672,518

No. 714,184

ROBERT C. DILLE

Robert C. Dille



Subscribed and sworn to before me this 1st
February, 1968.

Robert C. Dille
Notary Public

RECORDED
U.S. PATENT OFFICE

FEB -6 1968

REEL 098 FRAME 122

TRADE-MARK

Exhibit 2

ASSIGNMENT OF MARKS AND REGISTRATIONS

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Whereas NATIONAL NEWSPAPER SYNDICATE, INC., of 20 North Wacker Drive, Chicago, Illinois, 60606, has adopted, used and is using the following trademarks, each of which is registered in the United States Patent Office:

No. 316,603, dated August 28, 1934

No. 320,042, dated December 18, 1934

No. 320,616, dated January 1, 1935

No. 320,655, dated January 1, 1935

No. 321,310, dated January 29, 1935

No. 324,256, dated May 14, 1935

No. 714,184, dated April 18, 1961

and

Whereas ROBERT C. DILLE, of 20 North Wacker Drive, Chicago, Illinois, 60606, is desirous of acquiring said marks and the registrations thereof;

Now, therefore, for good and valuable considerations, receipt of which is hereby acknowledged, said NATIONAL NEWSPAPER SYNDICATE, INC., does hereby assign unto the said ROBERT C. DILLE all rights, title and interest in and to the said marks, together with the good will of the business connected with the use of and symbolized by the marks, and the registrations thereof;

REEL 0253 FRAME 170

No. 316,603

No. 320,042

No. 320,616

No. 320,655

No. 321,310

No. 324,256

No. 714,184

NATIONAL NEWSPAPER SYNDICATE, INC.

By J. Willard Colston
Its President

(SEAL)

ATTEST:

Worham V. Dike
Its Secretary

Subscribed, attested, sealed and sworn to before
me this 31st day of May, 1974.

Jane Liske
Notary Public

RECORDED
U.S. PATENT OFFICE
REEL 0253 FRAME 171

JUN 1 0 1974

TRADE-MARK

C. Thompson Brown
COMMISSIONER OF PATENTS

ASSIGNMENT OF MARKS AND
REGISTRATIONS

STATE OF CALIFORNIA)
) SS
COUNTY OF MONTEREY)

WHEREAS, ROBERT C. DILLE of Box 235, Route #1, Carmel,
California, U.S.A. 93923, has adopted, used and is using the following
trademarks, each of which is registered in the United States Patent
Office:

No. 1,140,903, dated October 28, 1980
No. 1,140,906, dated October 28, 1980
No. 1,138,850, dated August 19, 1980
No. 1,140,904, dated October 28, 1980
No. 1,168,535, dated September 8, 1981
No. 1,140,905, dated October 28, 1980
No. 1,174,372, dated October 20, 1981
No. 1,149,060, dated March 24, 1981
No. 1,194,700, dated May 4, 1982
No. 714,184, dated April 18, 1961
No. 324,256, dated May 14, 1935
No. 321,310, dated January 29, 1935
No. 320,655, dated January 1, 1935
No. 320,616, dated January 1, 1935
No. 320,042, dated December 18, 1934
No. 316,603, dated August 28, 1934

and

WHEREAS, ROBERT C. DILLE and VIRGINIA N. DILLE, or their
successors, as Trustees of THE DILLE FAMILY TRUST under agreement
dated August 16, 1979, of Box 235, Route #1, Carmel, California, U.S.A
93923 are desirous of acquiring those marks and the registrations

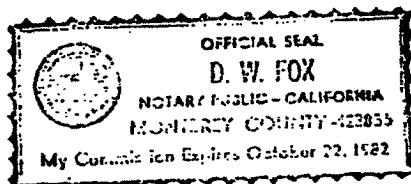
NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, ROBERT C. DILLE does hereby assign unto the said ROBERT C. DILLE and VIRGINIA N. DILLE, or their successors, as trustees of THE DILLE FAMILY TRUST under agreement dated August 16, 1979 all rights, title and interest in and to the said marks, together with the goodwill of the business connected with the use of and symbolized by the marks, and the registrations thereof.

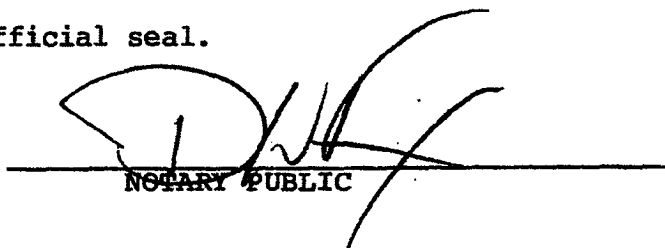

ROBERT C. DILLE

STATE OF CALIFORNIA)
) SS
COUNTY OF MONTEREY)

On this 24th day of September, 1982, before me, the undersigned, personally appeared ROBERT C. DILLE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.




NOTARY PUBLIC

STATE OF CALIFORNIA)
) SS
COUNTY OF MONTEREY)

WHEREAS, ROBERT C. DILLE, located at Box 235, Route #1, Carmel, California, U.S.A. 93923, has adopted, used and is using trademarks for which applications are presently pending, as follows:

<u>Mark</u>	<u>Application Serial No.</u>	<u>Date of Filing</u>
TIGER MAN	206,974	March 12, 1979
BUCK ROGERS	300,617	March 10, 1981

WHEREAS, Robert C. Dille and Virginia N. Dille, as Trustees of THE DILLE FAMILY TRUST under agreement dated August 16, 1979, of Box 235, Route #1, Carmel, California, U.S.A. 93923, are desirous of acquiring said trademarks and the registrations thereof;

NOW, THEREFORE, in consideration of and in exchange for the sum of Two (\$2.00) Dollars per trademark and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said ROBERT C. DILLE does hereby assign unto said Robert C. Dille and Virginia N. Dille, or their successors, as Trustees of THE DILLE FAMILY TRUST all rights, title and interest in and to the aforementioned trademarks and their registrations, together with the goodwill of the business symbolized by each such trademark.

The Commissioner of Patents and Trademarks is requested to issue the Certificates of Registration for the above assigned trademarks to the assignee.

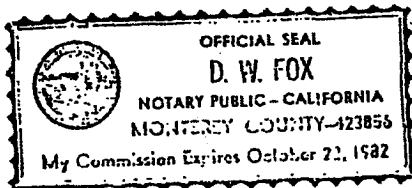
24th This assignment is executed at Carmel, California this
day of September, 1982.


ROBERT C. DILLE

• STATE OF CALIFORNIA)
)
COUNTY OF MONTEREY)

On this 24th day of September, 1982, before me, the undersigned, personally appeared ROBERT C. DILLE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.




NOTARY PUBLIC

BUCK ROGERS
 THE DILLE FAMILY TRUST ("LICENSOR")
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")
 DEAL MEMO FOR PRODUCT LICENSE

Agent Contact: Pamela Harris & Leslie Levine

Date: 8/9/11

LICENSEE DETAILS	
Licensee name:	Anovos Productions, LLC
Company address:	7528 Pershing Blvd. Suite B202 Kenosha, WI 53142
Email:	joe@anovos.com
Telephone:	(262) 620-3262(312) 576-9563
Facsimile:	None
URL:	www.anovos.com
Licensee contact for contract matters:	Joe Salcedo - @ (312) 576-9563
Licensee contact for marketing matters:	Joe Salcedo - @ (312) 576-9563
Licensee contact for payment matters:	Joe Salcedo - @ (312) 576-9563
GRANT OF RIGHT/TERMINATED RIGHTS	
Licensee grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the Licensed Articles throughout the Territory during the Term, as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
PROPERTY DETAILS	
Description of the Property	The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters & universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and/or otherwise cleared and approved by Licensor.
	The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.
PRODUCT DETAILS	
Licensed Articles:	Halloween Costumes and Uniform Replicas & Prop Replicas Classic BR Costume - [REDACTED] TV Show BR Costume - [REDACTED] TV Show Women's BR Costume - [REDACTED] Classic BR Costume For Women - [REDACTED] High End Replica Costumes - [REDACTED]
Exclusions:	None
Channels of distribution:	Direct Sales, Distributors, Wholesalers, Retail Store Fronts, On-line, Mid-Tier, Mass Market, Department Stores and directly to consumers through Licensees website, www.anovos.com

LICENSEE DETAILS			
Term	8/9/11 to 12/31/13		
Sell-off period	Three (3) Months		
Territory/ies:	United States only		
Language(s):	English		
PAYMENT DETAILS			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
MARKETING & RELEASE COMMITMENT DETAILS			
Minimum marketing commitment: Retail Accounts, SpiritSpeakers, Buycostumes, Halloween Express, Party City, etc. Wal-Mart, Target, etc.	New product introductions on Licensees webpage, third party retailer/distributor webpages, social networking sites (ie facebook and Twitter), various online forums, catalog/brochures, sell-sheets, Licensees email list as well as publicity/reviews.		
Release date:	Product	Release date:	Product
Marketing Date: January 2012		August 2012	
LEGAL NOTICE			
All Licensed Articles labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor): Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the Trust. Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works ®			
METHOD OF PAYMENT			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer (only) to:	If via Direct Deposit (ACH):	If by mail or delivery to AGENT:	
[REDACTED]	[REDACTED]	[REDACTED]	
OTHER DETAILS			
Samples of the final Licensed Articles	Reg. Halloween - Twenty-Four (24) Samples per SKU High End Replicas - Five (5) samples per SKU		
Special Conditions	[REDACTED]		

EX 1-1

 DEPOSITION
 EXHIBIT
 34
 QAR 3/5/14
 PENGAD 800-631-6869

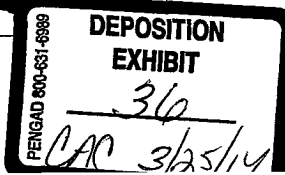


THE DILLE FAMILY TRUST ("LICENSOR")
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")
DEAL MEMO for PRODUCT LICENSE

Date: 9/01/2011

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

LICENSEE DETAILS	
Licensee name:	Intrada, Inc.
Company address:	6200 Antioch St. Suite 101 Oakland, CA 94611
Email:	roger.feigelson@intrada.com
Telephone:	510-338-0310
Facsimile:	510-338-0311
URL:	http://www.intrada.com
Licensee contact for contract matters:	Attn: Roger Feigelson, VP – Product Development & Marketing – PH: 650-506-4798 roger.feigelson@intrada.com
Licensee contact for marketing matters:	Attn: Roger Feigelson - roger.feigelson@intrada.com
Licensee contact for payment matters:	Attn: Roger Feigelson - roger.feigelson@intrada.com
GRANT OF RIGHTS/RESERVED RIGHTS	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
PROPERTY DETAILS	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters & universes, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
PRODUCT DETAILS	
Licensed Articles:	[REDACTED]
Exclusions:	[REDACTED]
Channels of Distribution:	Product is sold through music retail stores, internet, wholesale distributors, wholesalers websites, and direct to consumers through Licensees website: http://www.shop.intrada.com . Licensee to cover the cost of all returns.
LICENSE DETAILS	
Term	[REDACTED]



use. Passive royalty to Gil Gerard will be administered and remitted by The Dille Family Trust, not by Licensing Works. For clarity, Licensing Works!® is not involved in the administration of such passive royalty payments.

Intrada acknowledges that it is responsible for any additional rights clearances and/or royalties owed to third parties (ie Composer(s), Universal, etc..) including reporting and remitting payment. Such third party royalty payments shall not diminish the exclusive royalty payment(s) to the Dille Family Trust mentioned above.

Approvals

For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles produced during the term and all materials related to these Licensed Articles, including any advertising, at every stage of development. All newly produced Artworks signed and identified as created by Licensee and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

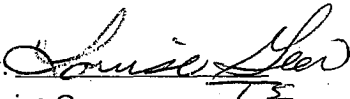
The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:

The Dille Family Trust – LICENSOR
Licensing Works, LLC – Agent

Accepted by:

Intrada, Inc. - LICENSEE

By: 
Louise Geer

It's: Trustee

Date: Oct 5, 2011

By: _____

It's:

Date: _____

Shelf-off period	Twelve Months as per Intrada/Universal agreement.		
Territory/ies:	Worldwide		
Language(s):	English		
PAYMENT DETAILS			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED] payable on signature of this deal memo.		
Royalty Rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED] against royalties. Same term.		
MARKETING & RELEASE COMMITMENT DETAILS			
Minimum marketing commitment:	New product introductions on Licensees webpage, third party retailer/distributor webpages, electronic press releases, social networking sites (ie facebook), various online forums, catalog/brochures, Licensees email list as well as publicity/reviews. Licensee to send promo copies to reviewers and soundtrack radio programs for promotional purposes.		
Release date:	Product:	Earliest Release date:	Latest Release Date:
[REDACTED]	Music Soundtrack CD's	[REDACTED]	[REDACTED]
LEGAL NOTICE			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©201_ (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works! ®			
METHOD OF PAYMENT			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
[REDACTED]			
[REDACTED]			
[REDACTED]			
OTHER DETAILS			
Samples of the final Licensed Articles	Not fewer than Twenty Five (25) Samples per SKU each for the Dille Family Trust, Gil Gerard and Erin Gray respectively with two additional samples per SKU to Licensingworks.		



THE DILLE FAMILY TRUST ("LICENSOR")
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")
DEAL MEMO FOR PRODUCT LICENSE

Date: 9/02/2011 Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

LICENSEE DETAILS	
Licensee name:	Silk Pearce
Company address:	57 Priory Street Colchester Essex CO12QE United Kingdom
Email:	jack@silkpearce.com
Telephone:	+44 (0)1206 871001
Facsimile:	+44 (0)1206 871002
URL:	http://www.silkpearce.com
Licensee contact for contract matters:	Attn: Jack Pearce - jack@silkpearce.com
Licensee contact for marketing matters:	Attn: Jack Pearce - jack@silkpearce.com
Licensee contact for payment matters:	Attn: Jack Pearce - jack@silkpearce.com
GRANT OF RIGHTS/RESERVED RIGHTS	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
PROPERTY DETAILS	
Description of the Property	The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters & universes, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and/or otherwise cleared and approved by Licensor. The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.
PRODUCT DETAILS	
Licensed Articles:	Brochure of approx. 16 pages, approx. A5 paper size for Italian paper company client Favini printed on their color papers showcasing Favini papers for graphic designers containing four images from Buck Rogers comic strips. Limited to a print-run of 10,000 brochures.
Exclusions:	Not Applicable
Channels of Distribution:	Product is mailed to graphic designers, upon request from www.favini.com as well as at trade shows and exhibitions free of charge.
LICENSE DETAILS	
Term	Three (3) years from 9/1/2011 - 8/31/2014 or until Favini distributes 10,000 brochures, whichever occurs first.

Self-off period	None
Territory/ies:	Europe
Language(s):	English & Italian
PAYMENT DETAILS	
Advance(s)	
Royalty Rate:	
Minimum Guarantee (payable including the Advance):	
MARKETING & RELEASE COMMITMENT DETAILS	
Minimum Marketing Commitment:	Photographs of brochure may be displayed on www.favini.com, but brochure will not be available for download, until the end of the term or Favini distributes 10,000 brochures, whichever occurs first.
Release date:	Product: Earliest Release date: Latest Release Date:
October 1, 2011	Paper Company Brochure September 15, 2011 December 1, 2011
LEGAL NOTICE	
All Licensed Articles labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor): Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the Trust. Copyright ©2011 The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®	
METHOD OF PAYMENT	
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:	
If via wire transfer (only) to:	If by mail or delivery to AGENT:
OTHER DETAILS	
Samples of the final Licensed Articles	Not fewer than Twenty Five (25) samples or one case, whichever is greater.
Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles produced during the term and all materials related to these Licensed Articles, including any advertising, at every stage of development. All newly produced artwork signed and identified as created by Licensee and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

DEPOSITION
EXHIBIT
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3/25/14
800-631-6969
WGAAD



THE DILLE FAMILY TRUST ("LICENSOR")
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")
DEAL MEMO FOR PRODUCT LICENSE

ASC INDC
11/3/11

Date: 8/19/11

LICENSEE DETAILS	
Licensee name:	Killer Tees
Company address:	1695 East 21 st Street - 8F Brooklyn, NY 11210
Email:	Killerteas100@yahoo.com
Telephone:	(917) 822-4450
URL:	www.killerteasnyc.com
Licensee contact for contract matters:	Rachael Pinker (917) 822-4450 - killerteas100@yahoo.com
Licensee contact for marketing matters:	Rachael Pinker (917) 822-4450 - killerteas100@yahoo.com
Licensee contact for payment matters:	Rachael Pinker (917) 822-4450 - killerteas100@yahoo.com
GRANT OF RIGHT/RESERVED RIGHTS	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
PROPERTY DETAILS	
Description of the Property	The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters & universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and/or otherwise cleared and approved by Licensor.
PRODUCT DETAILS	The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.
Licensed Articles:	Men's and Women's T-shirts, Hoodies, Thermal Long Sleeve T-shirts
Exclusions:	None
Channels of distribution:	Specialty Stores/Independent, Chain Stores, Department Stores, Mid Tier, Internet, Retail Stores, wholesale distributors, wholesalers websites, and directly to consumers through Licensee website, www.killerteasnyc.com
LICENSE DETAILS	
Term	8/19/2011-12/31/13
Sell-off period	Three (3) Months
Territory/ies:	United States of America, its possessions and/or protectorates and Canada; Domestic and International online/internet sales provided that royalty reflects price sold to customer which means retail price, not wholesale price.
Language(s):	English

DEPOSITION

EXHIBIT

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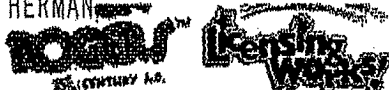
ENGAD 800-631-6889
JAN 30/5/14

Ref No.: LW - Buck Rogers - 09192011

PAYMENT DETAILS			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
MARKETING & RELEASE COMMITMENT DETAILS			
Minimum marketing commitment:	New product introductions on Licensees webpage, third party retailer/distributor webpages, social networking sites (Facebook), various online forums, catalog/brochures, sell-sheets, magazine advertisements (budgets permitting), Licensees email list as well as publicity/reviews.		
Release date: January 2012	Product	Release date:	
	T-shirts/Hoodies	January 2012	
LEGAL NOTICE			
All Licensed Articles labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works®			
METHOD OF PAYMENT			
In each event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer (only) to:	If via Direct Deposit (ACH):	If by mail or delivery to AGENT:	
[REDACTED]	[REDACTED]	[REDACTED]	
OTHER DETAILS			
Samples of the final Licensed Articles	24 Samples of each design		
Special Conditions	[REDACTED]		

Ref No.: LW - Buck Rogers - 09192011

Approvals		<p>For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>	
<p>The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")</p> <p>The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.</p>			
Accepted by:	The Dille Family Trust - LICENSOR	Accepted by:	Killer Tass - LICENSEE
By:	Leslie Levine	By:	Rachael Pinker
Date:		Date:	



**THE DILLE FAMILY TRUST ("LICENSOR")
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")
DEAL MEMO for PRODUCT LICENSE**

Date: 11/15/2011

Agent Contact: Scott Cherrin, Leslie Levine & Steve Forde

LICENSEE DETAILS	
Licensee name:	Diamond Select Toys and Collectibles, LLC
Company address:	1966 Greenspring Drive, Suite 300 Timonium, MD 21093
Email:	sbill@diamondcomics.com
Telephone:	410-560-7100
Facsimile:	TBD
URL:	http://diamondselecttoys.com
Licensee contact for contract matters:	Attn: Bill Schanes – Vice President of Purchasing Email: sbill@diamondcomics.com
Licensee contact for marketing matters:	Attn: Chris Myers – mchris@diamondselecttoys.com
Licensee contact for payment matters:	Attn: Bill Schanes – sbill@diamondcomics.com
GRANT OF RIGHTS/RESERVED RIGHTS	
Licensor grants to Licensee an exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
PROPERTY DETAILS	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the 1979 Buck Rogers in the 25th Century television series characters, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property. Property is limited solely to the 1979 Buck Rogers TV Series/Feature Film and expressly excludes any other iteration of Buck Rogers which Licensor is free to license to third parties in the same categories as the Licensed Articles.</p>
PRODUCT DETAILS	
Licensed Articles:	Series of articulated 4" to 12" action figures, Minimate block figures (up to 3") and vehicles designed to scale with Minimates made from vinyl, plastic and/or resin. Series of coin banks made from vinyl, plastic, ceramic and/or resin based on the classic 1979 TV Series 'Buck Rogers in the 25 th Century' starring Gil Gerard.
Exclusions:	[REDACTED]
Channels of Distribution:	Product is sold through all tiers of distribution – specialty stores/comic book retail stores, mid tier, mass market, wholesale clubs, retail stores (ie Toys R Us and Walmart), Diamond Comic Distributors, Inc. (Wholesale), internet and

DEPOSITION
EXHIBIT

6889-153-631-6889

In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:

of the final Licensed Articles

Not fewer than Twenty Five (25) Samples or two cases, whichever is greater, per SKU each for the Dille Family Trust and Gil Gerard respectively with four (4) additional samples per SKU to Licensing Works.

Special Conditions

Gil Gerard's Name & Likeness from the TV series is cleared for use. Passive royalty to Gil Gerard will be administered and remitted by The Dille Family Trust, not by Licensing Works. For clarity, Licensing Works!® is not involved in the administration of such passive royalty payments.

Licensee acknowledges that it is responsible for any additional payments and rights clearances owed to third parties for any tooling and/or molds (ie Zica Toys), if any, including reporting and remitting payment. Such third party royalty payments shall not diminish the exclusive royalty payment(s) to Licensor mentioned above. Licensor acknowledges that Licensee may be acquiring sell-off excess inventory from the previous Licensee which shall not be subject to royalty payments provided that Licensee accounts for sales of such third party sell-off inventory in quarterly statements.

Licensee hereby agrees to defend, indemnify and hold harmless during the Term and for five (5) years after termination or expiration of this Agreement, Licensor, its officers, directors, agents, Licensees, employees, partners and/or any of its related entities against any and all claims, demands, causes of action and judgments arising out of Licensee's design, manufacture, distribution, shipment, advertising, promotion, offering for sale and/or sale of the Licensed Products as well as third party molds/tooling, third party sell-off inventory and/or the Promotional and Packaging Material. With respect to the foregoing indemnity, Licensee agrees to defend and hold Licensor harmless at no cost or expense to Licensor whatsoever including, but not limited to, reasonable legal fees and court costs. Licensor shall have the right to defend any such action or proceeding with counsel of its own selection.

Licensor shall, at its expense and Licensee's request, defend any claim or action brought by a third party against Licensee, and Licensee's subsidiaries, affiliates, directors, officers, agents and employees arising out of a breach or alleged breach of a warranty or representation by Licensor in the "Representations & Warranties" second of the Longform Agreement. Further, Licensor will indemnify and hold Licensee harmless from and against any cost or expense reasonably incurred by Licensee, including but not limited to reasonable legal fees and court costs that are attributable to any such claim.

Licensee will carry a product liability insurance policy or policies that contain a combined single limit of no less than \$1,000,000 for bodily injuries and/or property damage arising out of each occurrence, with a combined deductible of no more than \$10,000. Licensor and Agent shall be additional named insured under such product liability policy or policies. Licensee will provide Licensor with the declaration page of such insurance policy.

has final written approval of the Licensed Articles produced during the term and all materials related to these Licensed Articles, including any advertising, at every stage of development. All newly produced Artworks signed and identified as created by Licensee and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date").

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:

The Dille Family Trust – LICENSOR
Licensing Works, LLC – Agent

By: 

Louise Geer

It's: Trustee

Date: Dec 13, 2011

Accepted by:

Diamond Select Toys and Collectibles, LLC -
LICENSEE

By: 

Erin Schaefer

It's: Vice President

Date: 12/14/11

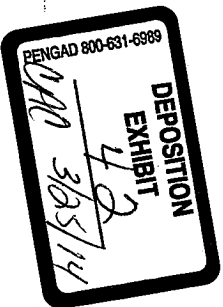


THE DILLE FAMILY TRUST ("LICENSEE")
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")
DEAL MEMO FOR PRODUCT LICENSE

Date: 9/01/2011 Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

LICENSEE DETAILS	
Licensor name:	Intrada, Inc.
Company address:	6200 Antioch St. Suite 101 Oakland, CA 94611
Email:	roger.feigelson@intrada.com
Telephone:	510-338-0310
Facsimile:	510-338-0311
URL:	http://www.intrada.com
Licensor contact for contract matters:	Attn: Roger Feigelson, VP - Product Development & Marketing - PH: 650-506-4798 roger.feigelson@intrada.com
Licensor contact for marketing matters:	Attn: Roger Feigelson - roger.feigelson@intrada.com
Licensor contact for payment matters:	Attn: Roger Feigelson - roger.feigelson@intrada.com
GRANT OF RIGHTS/RESERVED RIGHTS	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
PROPERTY DETAILS	
Description of the Property	The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters & universes, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and/or otherwise cleared and approved by Licensor. The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof (unless specified below or otherwise agreed to in writing). Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.
PRODUCT DETAILS	
Licensed Articles:	Series of original music soundtracks on CD from the classic 1979 TV Series Buck Rogers in the 25th Century starring Gil Gerard. Anticipated to be a series of five volumes on 10 CDs. MSRP [REDACTED]
Exclusions:	Use of Edn Gray's Name & Likeness from the TV series is excluded.
Channels of Distribution:	Product is sold through music retail stores, internet, wholesale distributors, wholesalers websites, and direct to consumers through Licensees website: http://www.shop.intrada.com. Licensee to cover the cost of all returns.
LICENSE DETAILS	
Term	Three (3) years from 9/1/2011 - 8/31/2014. Contemporaneous with Intrada's licensing agreement with Universal.

Self-off period	Twelve Months as per Intrada/Universal agreement.		
Territory/ies:	Worldwide		
Language(s):	English		
PAYMENT DETAILS			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty Rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
MARKETING & RELEASE COMMITMENT DETAILS			
Minimum marketing commitment:	New product introductions on Licensees webpage, third party retailer/distributor webpages, electronic press releases, social networking sites (ie facebook), various online forums, catalog/brochures. Licensees email list as well as publicity/reviews. Licensee to send promo copies to reviewers and soundtrack radio programs for promotional purposes.		
Release date:	Product:	Earliest Release date:	Latest Release Date:
March 1, 2012	Music Soundtrack CDs	February 1, 2012	June 1, 2012
LEGAL NOTICE			
All Licensed Articles (labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor): Buck Rogers is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©2011 (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works LLC			
METHOD OF PAYMENT			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent: If via wire transfer (only) to: [REDACTED] If by mail or delivery to AGENT: [REDACTED]			
OTHER DETAILS			
Samples of the final Licensed Articles	Not fewer than Twenty Five (25) Samples per SKU each for the Dille Family Trust, Gil Gerard and Edn Gray respectively with two additional samples per SKU to Licensingworks.		



BUCK ROGERS

IN THE 25TH CENTURY
SEASON ONE

JOHNNY WARRIS
SHU PHILLIPS
LEE GARNER
RICHARD LA SALLE





1. Main Title
(Version 2) (Glen A. Larson, arr. Harris) 1:14
(Johnny Harris)
Tracks 2 - 10
Total Time: 37:48
(Stu Phillips)
Tracks 11 - 25
Total Time: 29:55
26. End Credits [Long]
(Glen A. Larson, arr. Harris) 0:51
Disc 1 Total Time: 69:57

Comp. 1 (Tracks 2-10) 37:48

1. Main Title (Version 1)
(Glen A. Larson, arr. Harris) 1:14
(Johnny Harris)
Tracks 2 - 13
Total Time: 25:46
(Les Baxter)
Tracks 14 - 23
Total Time: 26:31
(Johnny Harris)
Tracks 24 - 30
Total Time: 19:37
End Credits
[Long Vocal Version] (Larson, arr. Harris) 0:51
Disc 2 Total Time: 74:10

CD3

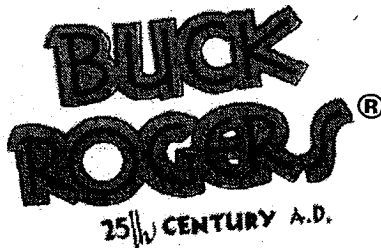
1. Bumper (Glen A. Larson, arr. Harris) 0:08
SPACE ROGERS (Johnny Harris)
Tracks 2 - 4
Total Time: 11:47
UNCHAINED WOMAN (Richard La Salle)
5 - 13
Total Time: 26:14
14. End Credits
(Glen A. Larson, arr. Harris) 0:31
SOURCE MUSIC (Stu Phillips)
Tracks 15 - 17
Total Time: 4:42
18. End Credits (Vocal Version)
(Larson, arr. Harris) 0:31
Disc 3 Total Time: 44:04

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APPROVAL FORM

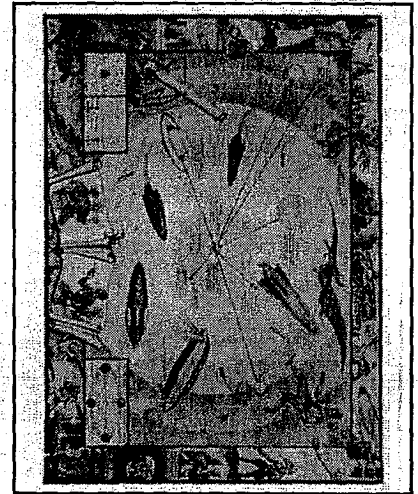
Licensing Agent: Licensing Works!®
Licensee: Warner Specialty Prods.
Contact: Nevin Swain
E-Mail: emailnevin@hotmail.com

Date Sent: 3/29/2012
Date Received: 3/29/2012
Date Returned:
Phone: 604-572-8789

Property: Buck Rogers
Item#: n/a
Item Name: Cocomalt Solar System Map
Submitted Item:
Develop Stage: ☒ New ☐ Revised
Components: 1933 Cocomalt poster in the the boys bedroom.

Checklist:
☐ Concept
☐ Prototype
☐ Packaging
☒ Pre-production
☐ Production
☐ Sew-in Legal
☐ Contractual Samples

Status: ☒ Approved ☐ Disapproved
☐ Approved with Changes ☐ Resubmit



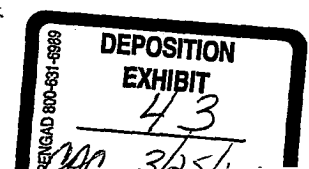
Licensors/Agent Comments:

Licensors/Agent Signature:

Louise A. Law
Trustee

Date:

Mar 29, 2012



Ref No.: LW - Buck Rogers - 11-0501

Special Conditions	Licensee Artist shall retain possession and ownership of the original art created for the Licensed Articles provided that ownership of all related copyrights to the art created for the Licensed Articles shall be the property of The Dille Family Trust. Licensee Artist shall make original art within Licensee Artist's possession available to Licensor for public exhibition provided that Licensor is properly insured.
Approvals	If Licensee Artist decides to sell the original art, Licensee Artist must give Licensor 30 days written notice of its intention to sell each original. Licensor shall have a right of first refusal to purchase the original with Licensee Artist stating the price at which it is willing to sell the original art. If Licensee Artist does not purchase the original art piece during the 30 day period, Licensee Artist may sell the original to a third party provided that the sale price is no less than the amount offered to Licensor and Licensee Artist pays to Licensor 15% of the sale price under the royalty terms of this agreement during and after the expiration of the term. If Licensee Artist is unable to find a buyer within 180 days, then Licensee Artist must again offer the original art to Licensor in the procedure stated above should Licensee Artist later offer the original art for sale. For the avoidance of doubt, Licensee Artist acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee Artist, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:
The Dille Family Trust - LICENSOR
Licensing Works, LLC - Agent

Accepted by:
B Rood Illustrations

By: [Signature]
Its: Trustee
Date: 7/11/11

By: [Signature]
Its:
Date: 5-24-11

BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")
DEAL MEMO FOR PRODUCT LICENSE

Agent Contact: Leslie Levine, Jane McGregor & Scott Chertin

Ref No.: LW - Buck Rogers - 10-1001

Date: 5/5/2010

LICENSEE DETAILS

Licensee name: The Colonial Radio Theatre On The Air
Company address: 2207 Grove St. • Round Rock, TX 78681
Telephone: 512-608-1453
URL: <http://www.colonialradio.com>

Licensee contact for contract matters: Attn: Mark Vanderberg - m.vanderberg@radio.com
Licensee contact for marketing matters: Attn: Mark Vanderberg - m.vanderberg@radio.com
Licensee contact for payment matters: Attn: Mark Vanderberg - m.vanderberg@radio.com
Licensee contact for creative matters: Attn: Jerry Robbins - jrobbins@radio.com
18 Sunset Ave. • North Reading, MA 08164 • 978-664-0408

GRANT OF RIGHTS/RESERVED RIGHTS

Licensor grants to Licensee a non-exclusive license to the "Property" (defined below) for the development, production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.

PROPERTY DETAILS

Description of the Property: The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters & universe, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and/or otherwise cleared and approved by Licensor.

Ownership of Rights: The term "Property" expressly excludes all and any matters and materials which are part of, or derivative of, any and all other works, including, without limitation, all such new audio visual productions (unlimited or live-action) released to the public as of January 1, 2010 unless it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any feature film based on the Property.

The Licensed Articles shall be produced on a work-for-hire basis with Licensor ensuring that all copyrights, both written and performance, are registered on behalf of The Dille Family Trust. Nothing contained in this Agreement shall be construed as an assignment to Licensee of any right, title and interest relating to the Property, it being understood that all right, title and interest relating thereto are expressly reserved by the Licensor except for the rights being licensed hereunder. Licensee's every use of the Property shall inure to Licensor's benefit. Any and all novel elements and/or characters created by the author of the Licensed Articles shall become the property of Licensor.

PRODUCT DETAILS

Licensed Articles: Radio drama consisting of 30 minute audio only episodes. Multiple episodes may be combined and released on CD or DVD.

Exclusions: Not Applicable

DEPOSITION

EXHIBIT

51

LAO 3/25/14

PENGAD 800-631-6989

Ref No.: LW - Buck Rogers - 10-1001

Channels of distribution:	Product to be sold only through the following channels of distribution: radio, satellite radio, mobile devices, book specialty (ie Barnes & Noble), big box mass merchandisers (ie Wal-Mart). Product may also be sold by Licensee through his Licensor approved (in writing) third party distribution partners. Priority distribution is expected at Amazon.com, Audible.com and iTunes.com (and at many of Brilliance's affiliated on-line stores).
LICENSE DETAILS	
Term:	90 days from 5/15/2010 to 7/14/2010 to consummate a distribution arrangement with Brilliance Audio, Inc. subject to Licensor written approval. Pending acceptance, Term to be extended three (3) years through 7/31/2013 upon payment of guarantee paid as outlined herein. If royalties paid to Licensor exceed guarantee by 25%, Licensee shall have an automatic right to renew for a second three (3) year term expiring 7/31/2016.
Self-off period:	Licensee shall have right to distribute produced content digitally for an additional five (5) years after the Term and on CD or DVD for three (3) years after the term with distribution and all other rights reverting solely to Licensor upon expiration of said self-off period.
Territory/ies:	U.S. and Canada for packaged product. Worldwide for Internet sales.
Language(s):	English
PAYMENT DETAILS	
Advance(s) (recoupable against royalties but not refundable):	
Royalty rate:	
Minimum Guarantee:	To be negotiated by Licensee with Brilliance Audio and approved by Licensor in writing via executed agreement between Brilliance Audio, Inc., Licensee and Licensor with minimum guarantee payment payable to Licensor on or before 7/31/2010.
Amount (US\$) TBD	TBD
MARKETING & RELEASE COMMITMENT DETAILS	
Minimum marketing commitment:	New product introductions on Licensee's website, distributor webpages, social networking sites (in Facebook fan catalog/structures, 1 licensees Fan email list as well as publicly/reviews. Licensee and cast and third party pod casts. Satellite Radio (Specific air times and rotation TBD, but most often programs are aired in 27 min. segments twice in a given day, often common.) High interest shows will also benefit from exposure on the station manager's weekly interview show if it is decided to launch with a 2 hr. stand alone show, followed with 24 weekly serial episodes. Amazon Linkage marketing technology will be used to gain exposure to those with an interest in self-off. Asphyxiation via radio and satellite radio airplay will drive consumers to these channels.

Ref No.: LW - Buck Rogers - 10-1001

Release date:	Product	Earliest Release Date	Latest Release Date
	Classic Buck Rogers Radio Drama	10/31/2010	12/31/2010
LEGAL NOTICE	All Licensed Articles labels, hang tags, packaging and marketing materials must bear the following Licensee approved copyright and trademark notice (or such other notice as provided by Licensee):		
<p>© 2010 The Dille Family Trust. All Rights Reserved. Buck Rogers is a registered trademark. TM owned by The Dille Family Trust and used under license. METHOD OF PAYMENT In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent: If via wire transfer to: If by mail to AGENT: [Redacted]</p>			
OTHER DETAILS	[Redacted]		
Samples of the final Licensed Articles	[Redacted]		
Special Conditions	Twelve (12) Audio Drama/Audio Books or One (1) Case, whichever is greater, which are produced as hard goods.		
Approvals	Distribution Agreement with Brilliance Audio, Inc. must be approved and signed by both Licensee and Licensor. For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development.		

The parties intend to enter into Licensee's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date") from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by: The Dille Family Trust - LICENSOR
 Licensing Works, LLC - Agent

Accepted by: The Colonial Radio Theatre On Tix @ AIR

By: Loraine Williams 2-2
 Date: 24 May 2010 10:10
 For: Mark Vanderberg
 Date: 5-5-10

Ref No.: LW - Buck Rogers - 13-0923



**THE DILLE FAMILY TRUST ("LICENSOR")
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")
DEAL MEMO for PRODUCT LICENSE**

Date: 9/23/13

Agent Contact: Licensing Works, LLC

Licensee name:	G2 Game Design, LLC, a Nevada limited liability company
Company address:	6950 O'Bannon Drive, Suite 150 Las Vegas, NV 89117
Email:	Gregg Giuffria <gregg@g2gamedesign.com> with a cc to JSteffeh@LRRLaw.com
Telephone:	702 255 7774
Facsimile:	702 255 0266
URL:	http://www.g2gamedesign.com/
Licensee contact for contract matters:	Attn: Gregg Giuffria <gregg@g2gamedesign.com>
Licensee contact for marketing matters:	Attn: Gregg Giuffria <gregg@g2gamedesign.com>
Licensee contact for payment matters:	Attn: Gregg Giuffria <gregg@g2gamedesign.com>
<p>Licensor grants to Licensee an exclusive license, subject to the limitations and performance provisions outlined herein, to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.</p>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters & universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved and provided by Licensor for use in Licensed Articles.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new or pre-existing audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
Licensed Articles:	<ol style="list-style-type: none"> Physical video slot machines and physical mechanical slot machines dedicated for slot (only) gaming ("Gaming" or "Game") developed by Licensee and approved by Licensor using the Property, intended for use exclusively in Legal Gaming Jurisdictions only including without limitation casinos ("Casino" or "Casinos"), further defined as a land-based slot machine that is in a fixed place, "Station", that allows the play of the Game by a single player or several single-player machines linked/networked with a common jackpot. Port of #1 above for slot (only) mobile gaming ("Mobile Gaming") for extended play while player is on the Casino floor; not downloadable to individual phones, however restricted to a handheld Gaming device that ceases operation when removed from the Casino floor. Further defined as a portable device that allows access to the Game by a single player within an approved area of any single or other Casino or other Legal Gaming Jurisdiction property, and which may not be used

DEPOSITION
EXHIBIT

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PENGAD 800-631-6989
CA 3/25/14

Ref No.: LW - Buck Rogers - 13-0923

	<p>an additional insured on such policy or policies, from a nationally recognized insurance carrier, with minimum liability limits on product liability of \$1,000,000 for any single occurrence and \$2,000,000 for all, claims in aggregate, and on umbrella or excess liability of \$10,000,000 for any single occurrence and \$10,000,000 for all claims in the aggregate. This policy shall be "primary" and on an "occurrence" basis, and may not be cancelled without 30 days' prior written notice to Licensor Licensee shall provide a certificate of insurance documenting the foregoing.</p> <p>Certain land based commercial casinos or other legal gaming environment (including hotel-casino, cruise ship, tavern and slot route) may request a free trial run of the Game. Therefore, Licensee and Manufacturer shall have the right to place Stations in land based commercial casinos or other legal gaming environment for up to sixty (60) days but limited to only the initial twelve (12) month period at such commercial casino or gaming environment(s) which shall be listed in Exhibit B as a trial during which time no fees will be earned by Licensee or the Manufacturer, and accordingly, no Royalty shall be earned by the Licensor. If Licensee is compensated for the free license, then Licensor shall be entitled to the full Royalty as outlined above, as applicable.</p>
Approvals	<p>For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>
Indemnification	<p>In addition to the customary warranties and indemnities which will be in the standard license agreement, Licensee agrees to indemnify Licensor for all appropriate compliance (legal and otherwise) with Legal Gaming Jurisdictions worldwide.</p>

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date"). The standard license agreement will define any capitalized terms not defined herein.

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:
The Dille Family Trust
- LICENSOR

Licensing Works, LLC
- Agent

Accepted by:
G2 Game Design - LICENSEE

By: [Signature]
Its: Trustee

[Signature]
Owner

By: [Signature]
Its: CEO

Date: Sept 25, 2013

9/24/13

Date: 9-24-13 ("Effective Date")



PREMIER COMICS BOOKS MAGAZINE TRADING CARDS APPAREL MERCHANDISE GAMES VIDEOS

PREVIEWS legend

Throughout this issue of *PREVIEWS*, you'll find a variety of symbols and terms that will help you in select items from this catalog. Here's what they mean:



Gems of the Month

The top offerings of the month, as chosen by our Premier publishers—these are the best bets in comics whether it's the next high-profile project or a new ongoing series.

Featured Items

In other sections, you'll find Featured Items, the top monthly products offered in their categories.



SPOTLIGHT ON

Spotlight On

These items are not to be missed; highlighted to get your attention.

Previews Exclusive

These are items available only through *PREVIEWS*! When you see this icon, you'll know you're ordering a limited item found nowhere else!



Featured Theme

Each month, *PREVIEWS* features a different theme to highlight certain titles and products. Look for that month's themed icon to find these selected items.



Certified Cool

Are you looking for the next title that pushes the envelope? Then try out one of our Certified Cool titles; books specially earmarked for readers who are looking for something a little different.

Staff Pick

This icon denotes items that have been reviewed by our staff and are worthy of a second look!



Indie Edge

The cutting edge of independent comics and creators, look for this icon on selected titles throughout the Comics & Graphic Novels section.

Star of the Month

These are best-selling backlist items that are available for immediate order from your local comic shop, and usually available for pick-up in about a week!



Offered Again (O/A)

These items have been previously offered before in *PREVIEWS* and are being made available again.

PI or Please Inquire

Your store will set the price for all "Please Inquire" items — check with your retailer for the price on these items.

MSRP or SRP

Manufacturer's/Suggested Retail Price. These designations provide suggested pricing information for a majority of items not carrying a retail price. Actual prices may vary depending upon market conditions. Please check with your retailer.

Caution (CAUT: #-#-#)

Cautions listed at the end of catalog descriptions indicate an item that may ship late or otherwise diverge from its Previews description. These codes are separated into three categories:

International Rights (I-Rights) — the item is restricted into what countries it can be sold.

0 = No International Rights restriction;

1 = International Rights are restricted.

Content Changes — the content may change after solicitation.

0 = No Content disclaimer;

1 = Content disclaimer enforced.

Ship Date Changes — the final shipping date may differ or change from the scheduled ship date.

0 = Item is expected to ship within 30 days of the EST SHIP DATE.

1 = Item is expected to ship within 60 days of the EST SHIP DATE.

2 = Item is expected to ship within 90 days of the EST SHIP DATE.

PREVIEWS Abbreviations

SC = Softcover, HC = Hardcover, TP = Trade Paperback, MMPB = Mass Market Paperback, FC = Full-Color, b&w = Black & White; PC = Partial Color

A NOTE TO TOY COLLECTORS:

Your retailer cannot guarantee receiving specific items — such as action figures — when they must be ordered in case or "assortment" quantities. Please be aware of this when ordering action figures and other items designated as cases or assortments.

PUBLISHER

Diamond Comic Distributors, Inc.

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Marty Grosser

AD SALES

Jason Blanchard, Andrew Smith

For ad rates and info: e-mail ads@diamondcomics.com

EDITORIAL

Writer: Allyn Gibson

Support: Dan Manser, Vince Brusio, Lance Woods, Todd Kaylor, Andrew Mueller

DESIGN & COLOR PRODUCTION

Production Manager: Cindy Anderson

Production Supervisor/Designer: Elena Byerly

Ad Production Coordinator/Designer: Belinda Miller

Designers: Matt Barham, Marina Feeser, Nick Pentz

PRODUCT SELECTION

Comics: Steve Leaf, Steve Stoughton, Jay Spence, Tim Lenaghan, Sarah Martinez, Heather Wiegand, George Powell, Matt Demory and Caitlin McCabe

Books: Steve Leaf

Magazines: Tom Mitchell

Trading Cards, Domestic Toys,

Statues & Models: Lee Butman

Games: Tom Mitchell

Designer Toys, Import Toys,

DVDs & Digital Media: Jesse Morgan

Apparel, Collectibles & Novelties: Erique Watson

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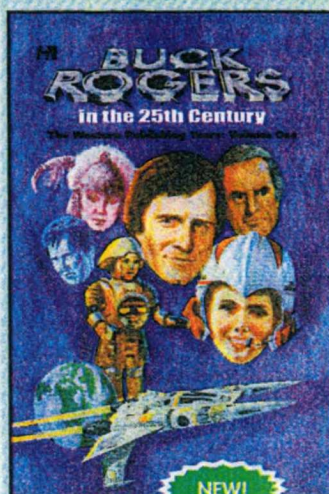
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PRINTED IN CANADA at Transcontinental Interglobe

H_p

Hermes celebrates Classic Comic Strip

SPOTLIGHT ON

**BUCK ROGERS IN THE 25TH CENTURY: THE WESTERN PUBLISHING YEARS VOLUME 1 HC**

(W) Paul S. Newman

(A) Frank Bolle & Various

The television tie-in comic books to the cult sci-fi classic *Buck Rogers in the 25th Century*, starring Gil Gerard, Erin Gray, and Twiki return in a complete collection. *Buck Rogers in the 25th Century: The Western Publishing Years* reprints issues #1-8 of the tie-in comic books and the 1964 stand alone Gold Key issue; artwork by Frank Bolle, Al McWilliams and Ray Bailey; stories by Paul Newman. Fans of the show will finally be able to re-read these adventures in a deluxe hardcover collection with tons of extras. (STK517708) (C: 0-1-2)

HC, 224pgs, FC.....\$49.99

NEW!

THE PHANTOM: THE COMPLETE SERIES: THE CHARLTON YEARS VOLUME 2 HC

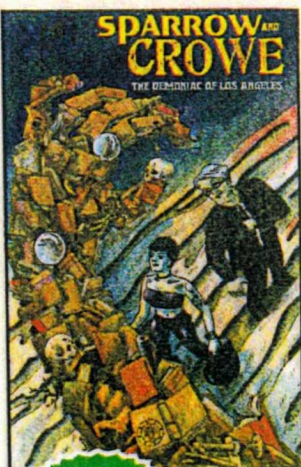
(W) Joe Gill (A/CA) Pat Boyette

The early 1970s comic book adventures of *The Phantom* return in full, glorious color! Hermes Press is collecting all 74 issues of *The Phantom* comic books which ran from 1962-1977, and this is the second volume of the Charlton years. The Charlton comic book version of the grand-daddy of costumed heroes, *The Ghost Who Walks*, is available again, digitally remastered to look better than the original books. Reprints issues #39-47. (STK517709) (C: 0-1-2)

HC, 7x10, 224pgs, FC.....\$49.99



NEW!



NEW!

SPARROW AND CROWE #3

(W) David Accampo

(A/CA) Jared Souza

Doctor Xander Crowe continues to struggle to oppose the demon possessing Amanda Marino, while Sparrow and DiFalco narrow in on the one true Ring of Salomon. Sparrow will discover that finding a powerful artifact and attaining it are two very different things. Enter Simon Peck: a mild-mannered shop owner with some odd marital problems and a desire to be a player in the occult game in Los Angeles! When you're playing a game with ancient gods, it's difficult to know who you can trust! (STK520304)

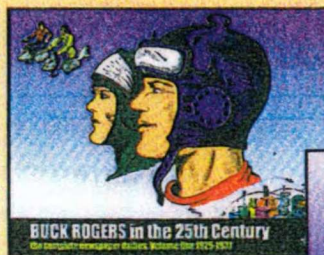
7x10, 32pgs, FC (3 of 5).....\$3.99

BRENDA STARR, REPORTER: THE COLLECTED DAILY AND SUNDAY STRIPS VOLUME 1 HC

(W/A/CA) Dale Messick

Hermes Press presents another classic comic strip with *Brenda Starr, Reporter: The Collected Daily and Sunday Strips*. Created by Dale Messick, the first woman to create, draw, and write a syndicated newspaper strip, *Brenda Starr* successfully mixed romance, fashion, and adventure into one of the longest running features in newspaper history, and the reprint volumes begin with the strip's debut on June 30, 1940. (STK438114) (C: 0-1-2)

HC, 10x13, 288pgs, PC.....\$60.00



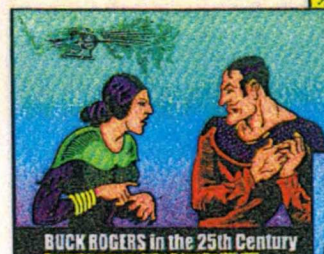
BUCK ROGERS in the 25th Century

The complete newspaper dailies, Volume One 1929-1937



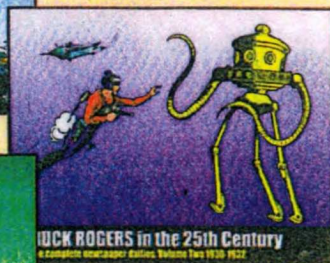
BUCK ROGERS in the 25th Century

The complete newspaper dailies, Volume Three 1937-1938



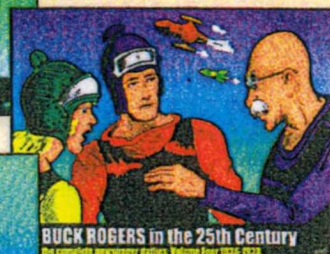
BUCK ROGERS in the 25th Century

The complete newspaper dailies, Volume Four 1938-1939



BUCK ROGERS in the 25th Century

The complete newspaper dailies, Volume Two 1937-1938



BUCK ROGERS in the 25th Century

The complete newspaper dailies, Volume Five 1939-1940



BUCK ROGERS in the 25th Century

The complete newspaper dailies, Volume Six 1940-1941

BUCK ROGERS IN THE 25TH CENTURY: THE DAILIES HC

Buck Rogers in the 25th Century, the first, best, and original science-fiction newspaper strip, has it all — space ships, anti-gravity belts, space pirates, invaders from other worlds, nefarious villains, and, of course, heroes. Hermes Press presents a complete reprint of the ground-breaking newspaper strip in a 9" x 12" landscape format, 2 strips per page. The volumes include bonus features to place the series in historical perspective together with documentary materials and production artwork. (STK373998)

VOLUME 1: 1929-1931—HC, 9x12, 336pgs, PC.....\$39.99

VOLUME 2: 1930-1932—HC, 9x12, 320pgs, PC.....\$39.99

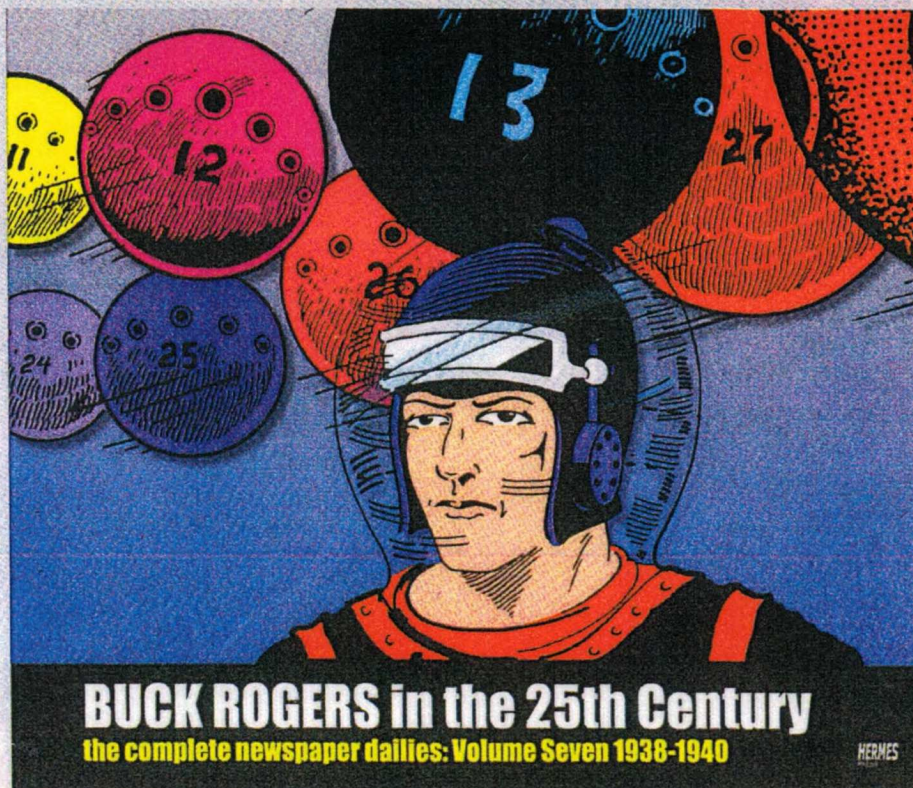
VOLUME 3: 1932-1934 (MAY090872)—HC, 9x12, 320pgs, PC.....\$39.99

VOLUME 4: 1936-1938 (FEB100934)—HC, 9x12, 288pgs, PC.....\$39.99

VOLUME 5: 1935-1937 (AUG101048)—HC, 9x12, 288pgs, PC.....\$49.99

VOLUME 6: 1936-1938 (SEP111126)—HC, 9x12, 288pgs, PC.....\$49.99

wrong cover ART



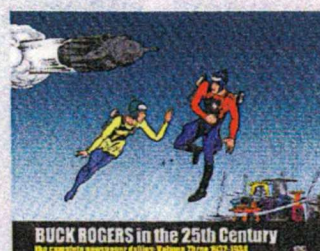
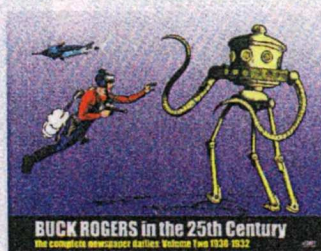
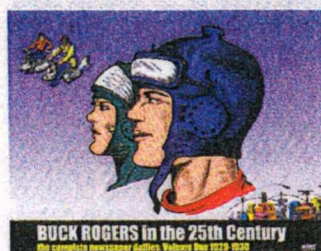
BUCK ROGERS in the 25th Century
The Complete Newspaper Dailies: Volume Seven

The saga of Buck Rogers in the 25th Century, the world's most famous science-fiction newspaper strip, continues with Volume Seven of Hermes Press' critically acclaimed complete reprint of this ground-breaking title.

Included in this volume are two more years of the strip, from 1938 to 1940, featuring three complete adventures. Volume Seven also features a special 16 page introductory essay detailing interesting details about the history of the strip and its impact on science and science-fiction. Volume Seven features "Overturned World," "Martian War Threat," and "Super-Dwarf of Space." The strips contained in this volume have never been printed before and have been painstakingly restored to perfection!

Buck Rogers in the 25th Century: The complete newspaper dailies Volume Seven 1938-1940; ISBN 978-1-61345-024-6; 9 x 11.75 inches; x 1.25 inches; 272 pages; color and black-and-white, hardcover with a printed laminated cover and dustjacket with endpapers, two complete years of the strip with three complete continuities; \$49.99.

Collect Volumes One through Six of the Dailies and Volumes One and Two of the Complete Sundays too!



BUCK ROGERS IN 25TH CENTURY DAILIES HC VOL.01 1929-1931
STK373998

BUCK ROGERS IN 25TH CENTURY DAILIES HC VOL.02 1930-1932
STK383408

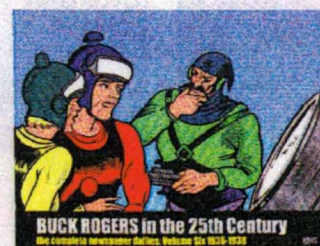
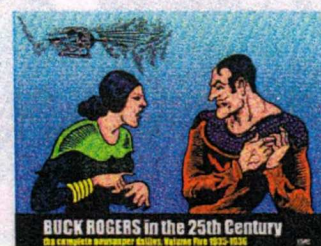
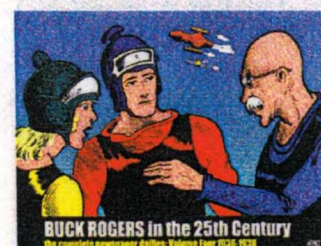
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STK395205

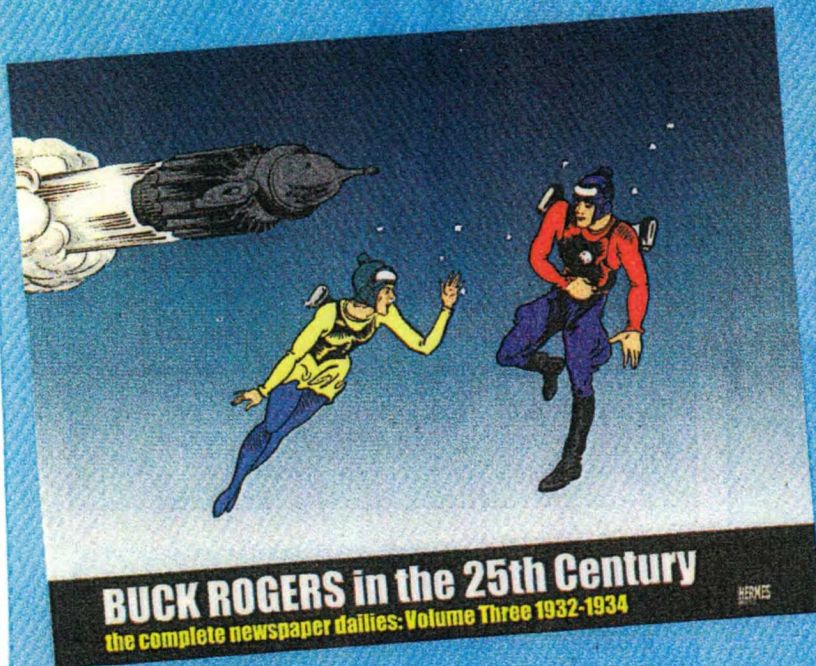
BUCK ROGERS IN 25TH CENTURY DAILIES HC VOL.04 1934-1935
STK405446

BUCK ROGERS IN 25TH CENTURY DAILIES HC VOL.05 1935-1936
STK413515

BUCK ROGERS IN 25TH CENTURY DAILIES HC VOL.05 1935-1936
STK413515

BUCK ROGERS IN 25TH CENTURY DAILIES HC VOL.06 1936-1938
STK424817



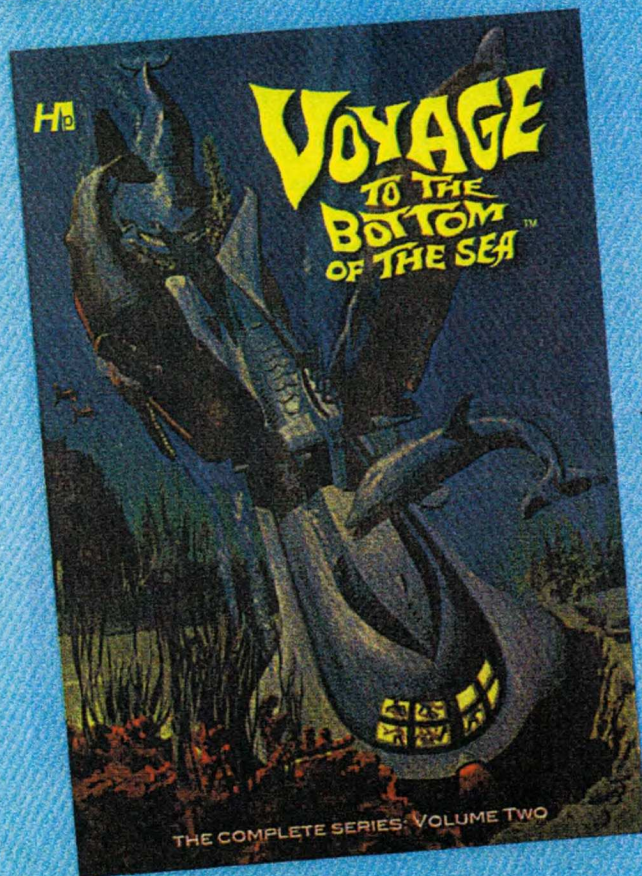


BUCK ROGERS is back!

Buck Rogers in the 25th Century: The complete newspaper dailies Volume Three; ISBN 1-932563-31-8; 9 x 11.5 inches; x 1.25 inches; 320 pages; color and black-and-white, hardcover with a printed laminated cover and dustjacket with endpapers, \$39.00.

The saga of *Buck Rogers in the 25th Century*, the world's most famous science-fiction newspaper strip, continues with Volume Three of Hermes Press' complete reprint of this ground-breaking title.

Included in this volume are two more years of the strip, from 1932 to 1934. Volume Three also features a special 16 page introductory essay by noted science-fiction writer and pop culture historian Ron Goulart and an afterword detailing how many of the predictions about the future from the strip came to pass just as Buck Rogers had visualized. AVAILABLE IN THIS MONTH'S PREVIEWS!



VOYAGE TO THE BOTTOM OF THE SEA

THE COMPLETE SERIES: VOLUME TWO

Voyage to the Bottom of the Sea Volume Two; reprints issues #7-14 of the original Gold Key Voyage to the Bottom of the Sea comic books; all color; hardcover; 7.5 x 11; adults; hardcover, printed laminated cover; deluxe dustjacket and endleaves, 224 pages, cover art by George Wilson, interior artwork by Alberto Giolitti, ISBN 1-932563-36-9; \$49.99.

Hermes Press continues its complete reprints of all of the Irwin Allen comic book television tie-ins with Volume Two of *Voyage to the Bottom of the Sea*. Journey on seven action packed sci-fi adventures finishing the complete reprint of the series. These comic books have been painstakingly restored to look as good as the original comic books. Featuring original covers, inside cover artwork, and pin-ups. Also included are informative essays on series. Artwork by Alberto Giolitti with cover art by George Wilson. AVAILABLE IN THIS MONTH'S PREVIEWS!

BUCK ROGERS

in the 25th Century the complete newspaper dailies: Volume Six 1936-1938

Hermes Press, Home of the Classic Buck Rogers, Proudly Announces Volume Six in its complete reprint of the Complete Newspaper Dailies!



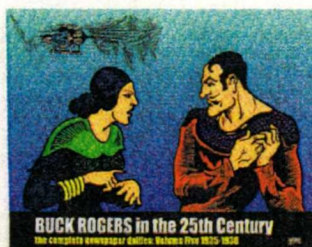
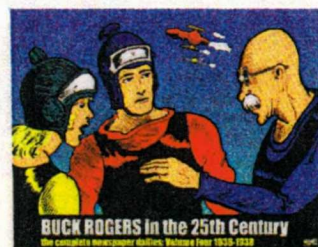
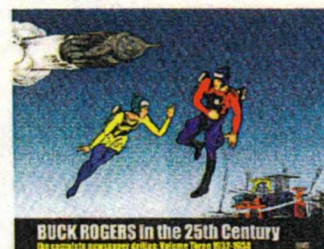
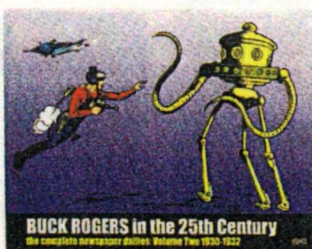
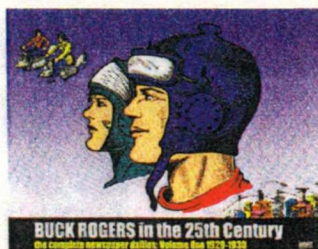
BUCK ROGERS in the 25th Century
the complete newspaper dailies: Volume Six 1936-1938

Buck Rogers in the 25th Century: The complete newspaper dailies Volume Six 1936-1938; ISBN 1-932563-48-2; 9 x 11.75 inches; x 1.25 inches; 288 pages; color and black-and-white, hardcover with a printed laminated cover and dustjacket with endpapers, \$49.99.

The saga of Buck Rogers in the 25th Century, the world's most famous science-fiction newspaper strip, continues with Volume Six of Hermes Press' critically acclaimed complete reprint of this ground-breaking title.

Included in this volume are two more years of the strip, from 1936 to 1938, featuring four complete adventures. Volume Six also features a special 16 page introductory essay by noted Buck Rogers expert Alan Lane and an afterword detailing interesting details about the history of the strip and its impact on science and science-fiction. Volume Six features continuities with Buck, Wilma, Arda, Killer Kane, and Black Barney. The strips contained in this volume have never been printed before and have been painstakingly restored to perfection!

Collect Volumes One through Five of the Dailies and Volume One of the Complete Sundays too!



BUCK ROGERS IN 25TH CENTURY DAILIES HC
VOL. 01 1929-1931 STK373998

BUCK ROGERS IN 25TH CENTURY DAILIES HC
VOL. 02 1930-1932 STK383408

BUCK ROGERS IN 25TH CENTURY DAILIES HC
VOL. 03 1932-1934 STK395205

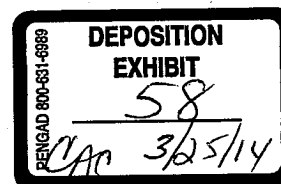
BUCK ROGERS IN 25TH CENTURY DAILIES HC
VOL. 04 1934-1935 STK405446

BUCK ROGERS IN 25TH CENTURY DAILIES HC
VOL. 05 1935-1936 STK413515

BUCK ROGERS IN 25TH CENTURY DAILIES HC
VOL. 05 1935-1936 STK413515

SUMMARY OF TRADEMARKS**CLIENT: Dille Family Trust****TRADEMARK FILES**

<u>Atty Docket No.</u>	<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Classification</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Date App. Filed</u>	<u>Expiration Date</u>	<u>Status</u>
	United States	Buck Rogers	The Trustees of the Dille Family Trust, an Illinois Trust	77/831,213	9,16,20,28,41			9/21/2009		Suspended pending disposition Serial No. 77650082
	United States	Buck Rogers	The Trustees of the Dille Family Trust, an Illinois Trust	77/831,393	9,16, 16, 21, 24, 25, 26, 28, 35, 41			9/21/2009		Suspended pending disposition Serial No. 77650082
	United States	Buck Rogers	Dille Family Trust	72/108,230	16	0714184		7/5/1960		Registration cancelled under Section 18 by the Trademark Trial and Appeal Board.
	United States	Buck Rogers	Trustees of the Dille Family Trust	73/735,284	28	1555871		10/3/1988		Registration cancelled under Section 18 by the Trademark Trial and Appeal Board.
	United States	Buck Rogers in the 25 th Century	Dille Family Trust	85512662	16			1/10/2012		Suspension check completed Application remains suspend
	France	Buck Rogers	Trustees of the Dille Family Trust	286990	9, 16, 28	1663275		5/23/1981	Next Renewal 5/23/2021	Last Renewal 5/23/2011
	France	Buck Rogers	Trustees of the Dille Family Trust	227162	28	1448683	9/27/1978	9/20/1978	Next Renewal 9/20/2018	Next Renewal 9/20/2018
	Canada	Buck Rogers	Trustees of the Dille Family Trust	046286100	9, 16, 28	TMA262493	9/18/1981	12/12/1980	Next renewal 9/18/2021	Last Renewal 9/18/2011
	Canada	Buck Rogers	Trustees of the Dille Family Trust	45977000	16, 25, 28	TMA260231	6/26/1981	10/10/1980	Next renewal 6/26/2021	Last Renewal 6/26/2011
	Canada	Buck Rogers	Trustees of the Dille Family Trust	068298500	9,16, 18	TMA408430	12/18/1992	6/3/1991	Next Renewal 12/18/2022	Next Renewal 12/18/2022
	Canada	Buck Rogers, 25 th Century A.D.	Trustees of the Dille Family Trust	0164185	16	UCA4652	4/27/1934	4/27/1934	Next Renewal 4/27/2024	Next Renewal 4/27/2024
	Germany	Buck Rogers	Trustees of the Dille Family Trust	D49866/9WZ	9,16, 28	2015984		6/28/1991	Next renewal 6/30/2021	Last Renewal 6/30/2011
	Germany	Buck Rogers	Trustees of the Dille Family Trust	D30566/28WZ	28	956384		8/17/1976	Next Renewal 8/31/2018	Next Renewal 8/31/2018
	Japan	Buck Rogers	Trustees of the Dille Family Trust		9, 28	2571243		5/9/1991	Next Renewal 8/31/2013	Next Renewal 8/31/2013
	Japan	Buck Rogers	Trustees of the Dille Family Trust	3-047552						
	Japan	Buck Rogers	Trustees of the Dille Family Trust	3047553	9, 16	2576498		5/9/1991	Next Renewal 9/30/2013	Next Renewal 9/30/2013
	Japan	Buck Rogers Adventure, Excitement, Thrills and Design	Trustees of the Dille Family Trust	40250/1993	16	3208830		4/20/1993	Next Renewal 10/31/2018	Next Renewal 10/31/2018
	Japan	Buck Rogers Adventure, Excitement, Thrills and Design	Trustees of the Dille Family Trust	40249/1993	28	3247046		4/20/1993	Next Renewal 1/31/2017	Next Renewal 1/31/2017
	Japan	Buck Rogers Adventure, Excitement, Thrills and Design	Trustees of the Dille Family Trust	40251/1993	28	3318225		4/20/1993	Next Renewal 6/6/2017	Next Renewal 6/6/2017
	CTM	Buck Rogers	Trustees of the Dille Family Trust	8179517	9, 16, 18, 20, 21, 24, 25, 26, 28, 35, 41			3/25/2009		Application Pending



ASSIGNMENT OF MARKS AND
REGISTRATIONS

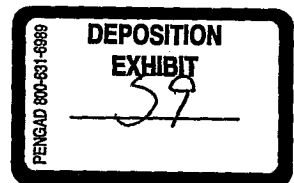
STATE OF CALIFORNIA)
) SS
COUNTY OF MONTEREY)

WHEREAS, ROBERT C. DILLE of Box 235, Route #1, Carmel,
California, U.S.A. 93923, has adopted, used and is using the following
trademarks, each of which is registered in the United States Patent
Office:

No. 1,140,903, dated October 28, 1980
No. 1,140,906, dated October 28, 1980
No. 1,138,850, dated August 19, 1980
No. 1,140,904, dated October 28, 1980
No. 1,168,535, dated September 8, 1981
No. 1,140,905, dated October 28, 1980
No. 1,174,372, dated October 20, 1981
No. 1,149,060, dated March 24, 1981
No. 1,194,700, dated May 4, 1982
No. 714,184, dated April 18, 1961
No. 324,256, dated May 14, 1935
No. 321,310, dated January 29, 1935
No. 320,655, dated January 1, 1935
No. 320,616, dated January 1, 1935
No. 320,042, dated December 18, 1934
No. 316,603, dated August 28, 1934

and

WHEREAS, ROBERT C. DILLE and VIRGINIA N. DILLE, or their
successors, as Trustees of THE DILLE FAMILY TRUST under agreement
dated August 16, 1979, of Box 235, Route #1, Carmel, California, U.S.A
93923 are desirous of acquiring those marks and the registrations



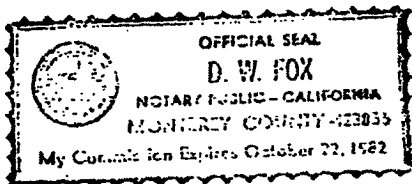
NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, ROBERT C. DILLE does hereby assign unto the said ROBERT C. DILLE and VIRGINIA N. DILLE, or their successors, as trustees of THE DILLE FAMILY TRUST under agreement dated August 16, 1979 all rights, title and interest in and to the said marks, together with the goodwill of the business connected with the use of and symbolized by the marks, and the registrations thereof.

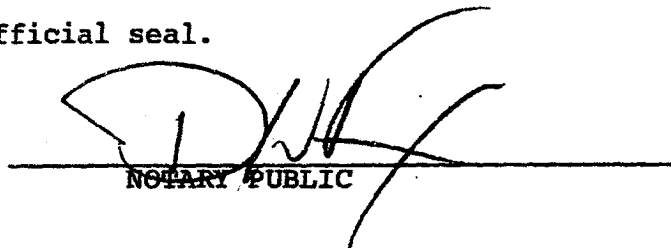

ROBERT C. DILLE

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) SS

On this 24th day of September, 1982, before me, the undersigned, personally appeared ROBERT C. DILLE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.




NOTARY PUBLIC

STATE OF CALIFORNIA)
) SS
COUNTY OF MONTEREY)

WHEREAS, ROBERT C. DILLE, located at Box 235, Route #1, Carmel, California, U.S.A. 93923, has adopted, used and is using trademarks for which applications are presently pending, as follows:

<u>Mark</u>	<u>Application Serial No.</u>	<u>Date of Filing</u>
TIGER MAN	206,974	March 12, 1979
BUCK ROGERS	300,617	March 10, 1981

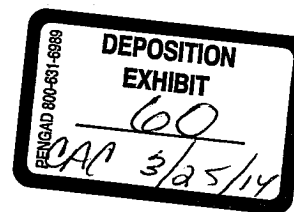
WHEREAS, Robert C. Dille and Virginia N. Dille, as Trustees of THE DILLE FAMILY TRUST under agreement dated August 16, 1979, of Box 235, Route #1, Carmel, California, U.S.A. 93923, are desirous of acquiring said trademarks and the registrations thereof;

NOW, THEREFORE, in consideration of and in exchange for the sum of Two (\$2.00) Dollars per trademark and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said ROBERT C. DILLE does hereby assign unto said Robert C. Dille and Virginia N. Dille, or their successors, as Trustees of THE DILLE FAMILY TRUST all rights, title and interest in and to the aforementioned trademarks and their registrations, together with the goodwill of the business symbolized by each such trademark.

The Commissioner of Patents and Trademarks is requested to issue the Certificates of Registration for the above assigned trademarks to the assignee.

24th This assignment is executed at Carmel, California this day of September, 1982.

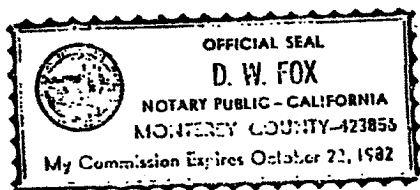

ROBERT C. DILLE



* STATE OF CALIFORNIA)
)
COUNTY OF MONTEREY)

On this 24th day of September, 1982, before me, the undersigned, personally appeared ROBERT C. DILLE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.




NOTARY PUBLIC

ASSIGNMENT OF MARKS AND REGISTRATIONS

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Whereas NATIONAL NEWSPAPER SYNDICATE, INC., of 20 North Wacker Drive, Chicago, Illinois, 60606, has adopted, used and is using the following trademarks, each of which is registered in the United States Patent Office:

No. 316,603, dated August 28, 1934

No. 320,042, dated December 18, 1934

No. 320,616, dated January 1, 1935

No. 320,655, dated January 1, 1935

No. 321,310, dated January 29, 1935

No. 324,256, dated May 14, 1935

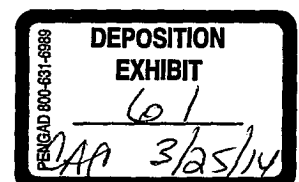
No. 714,184, dated April 18, 1961

and

Whereas ROBERT C. DILLE, of 20 North Wacker Drive, Chicago, Illinois, 60606, is desirous of acquiring said marks and the registrations thereof;

Now, therefore, for good and valuable considerations, receipt of which is hereby acknowledged, said NATIONAL NEWSPAPER SYNDICATE, INC., does hereby assign unto the said ROBERT C. DILLE all rights, title and interest in and to the said marks, together with the good will of the business connected with the use of and symbolized by the marks, and the registrations thereof;

REEL 0253 FRAME 170



No. 316,603

No. 320,042

No. 320,616

No. 320,655

No. 321,310

No. 324,256

No. 714,184

NATIONAL NEWSPAPER SYNDICATE, INC.

By J. Willard Colston
Its President

(SEAL)

ATTEST:

Norman V. Dike
Its Secretary

Subscribed, attested, sealed and sworn to before
me this 31st day of May, 1974.

Jane Liske
Notary Public

RECORDED
U. S. PATENT OFFICE

REEL 0253 FRAME 171

JUN 10 1974

TRADE-MARK

C. Thompson
COMMISSIONER OF PATENTS

ASSIGNMENT OF MARKS AND REGISTRATIONS

STATE OF ILLINOIS }
COUNTY OF C O O K } SS

Whereas ROBERT C. DILLE, of 20 North Wacker Drive, Chicago, Illinois, has adopted, used and is using the following trademarks, each of which is registered in the United States Patent Office:

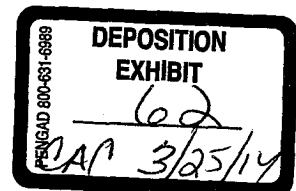
No. 316,603, dated August 28, 1934
No. 320,042, dated December 18, 1934
No. 320,616, dated January 1, 1935
No. 320,655, dated January 1, 1935
No. 321,310, dated January 29, 1935
No. 324,256, dated May 14, 1935
No. 646,767, dated June 11, 1957
No. 672,518, dated January 13, 1959
No. 714,184, dated April 18, 1961

and

Whereas NATIONAL NEWSPAPER SYNDICATE, INC., of 20 North Wacker Drive, Chicago, Illinois, is desirous of acquiring said marks and the registrations thereof;

Now therefore, for good and valuable considerations, receipt of which is hereby acknowledged, said ROBERT C. DILLE does hereby assign unto the said NATIONAL NEWSPAPER SYNDICATE, INC. all rights, title and interest in and to the said marks, together with the good will of the business symbolized by the marks, and the registrations thereof;

PEEL 098 121
TRADE-MARK



No. 316,603
No. 320,042
No. 320,616
No. 320,655
No. 321,310
No. 324,256
No. 646,767
No. 672,518
No. 714,184

ROBERT C. DILLE

Robert C. Dille



Subscribed and sworn to before me this 12th
day of February, 1968.

Robert C. Dille
Notary Public

RECORDED
U.S. PATENT OFFICE

FEB -6 1968

REEL 098 RAN 122

TRADE-MARK

U.S. PATENT OFFICE

Exhibit 2